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# User Report

## FIRST NATIONS POLICING TRIPARTITE AGREEMENTS

NO. 1992-10

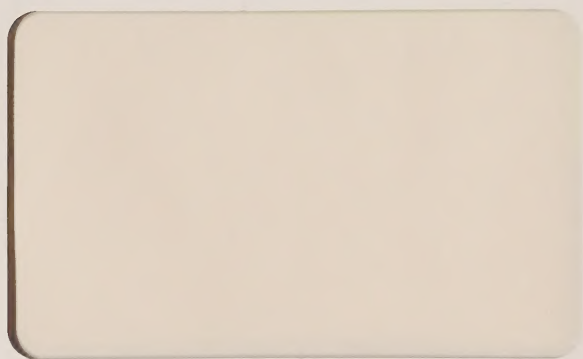
Government  
Publications

## Aboriginal Policing Series



Solicitor General Canada  
Ministry Secretariat

Canada







## FIRST NATIONS POLICING TRIPARTITE AGREEMENTS

NO. 1992-10

Government  
Publications

This document has been compiled by officials in the Ministry of the Solicitor General of Canada and contains copies of tripartite policing agreements that have been concluded as of the date of publication.

The agreements are made available in the language that they were drafted including translations where they have been provided.

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## **SECTION 1**



AKWESASNE POLICING AGREEMENT

BETWEEN:

THE GOVERNMENT OF AKWESASNE  
as represented by the Mohawk Council of Akwesasne  
(hereinafter referred to as "Akwesasne")

OF THE FIRST PART

- and -

THE GOVERNMENT OF CANADA  
as represented by the Minister of Indian Affairs  
and Northern Development  
(hereinafter referred to as "Canada")

OF THE SECOND PART

- and -

THE GOVERNMENT OF QUEBEC  
as represented by the Ministre de la Sécurité Publique,  
the Ministre délégué aux Affaires autochtones  
and the Ministre délégué aux  
Affaires intergouvernementales canadiennes  
(hereinafter referred to as "Quebec")

OF THE THIRD PART

- and -

THE GOVERNMENT OF ONTARIO  
as represented by the Solicitor General  
for the Province of Ontario  
(hereinafter referred to as "Ontario")

OF THE FOURTH PART

WHEREAS the Mohawk people of Akwesasne have directed their government to strengthen law and order and to improve and clarify relations with the Sûreté du Québec and the Ontario Provincial Police; and



WHEREAS the parties are committed to working together to prevent and eliminate crime; and

WHEREAS the Mohawk Council of Akwesasne has been authorized by the people of Akwesasne to make provision for policing in that part of the territory of Akwesasne in which it has jurisdiction; and

WHEREAS it is in the best interests of the community of Akwesasne that operational, administrative, educational and training procedures be established to ensure that the quality of policing at Akwesasne is of a high standard; and

WHEREAS the parties hereto are committed to establishing high professional standards necessary for the proper performance of law enforcement duties by the special constables of the Akwesasne Mohawk Police; and

WHEREAS it is desirable to facilitate communications between the parties, and between the Akwesasne Mohawk Police and other police forces: and

WHEREAS the parties hereto wish to enhance and clarify the accountability of the Akwesasne Mohawk Police; and

WHEREAS the parties share the goals of harmony and peace within and between communities; and

WHEREAS the parties share the objective that the Mohawk people of Akwesasne shall have autonomous and independent policing services and that such services shall be provided by the Akwesasne Mohawk Police under the control of the people of Akwesasne.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants herein-after set forth, agree as follows:

ARTICLE 1: GENERAL:

- 1.1 The purpose of this Agreement is to implement policing services in Akwesasne.
- 1.2 All parties agree in order to provide an appropriate and adequate police service that there shall be an increase in the number of special constables for the Akwesasne Mohawk Police. Accordingly, the number of special constables shall be increased from 10 to 15.
- 1.3 Any change to the number of special constables of the Akwesasne Mohawk Police appointed pursuant to

subparagraph 2.1(d) shall be determined, if necessary, by the Akwesasne Police Commission, the Minister and the Commissioner acting in unison, having regard to the policing objectives set out in paragraph 6.7.

ARTICLE 2: DEFINITIONS:

2.1 In this Agreement, unless the context requires otherwise:

- (a) The term "Akwesasne" means the Mohawk territory of Akwesasne over which the Council has jurisdiction;
- (b) The term "Council" means the Mohawk Council of Akwesasne;
- (c) The term "Commissioner" means the Commissioner of the Ontario Provincial Police Force;
- (d) The term "Akwesasne Mohawk Police" means the First Nations constables selected pursuant to Article 1 of this agreement, and who are appointed Special Constables by the Minister under the Police Act of Quebec, by the Commissioner under the Police Act of Ontario, and by the Council by resolution to police the territory of Akwesasne;
- (e) The term "Minister" means the Ministère de la Sécurité Publique of Quebec;
- (f) The term "Ontario" means the Province of Ontario;
- (g) The term "Parties" means Akwesasne, Canada, Québec and Ontario;
- (h) The term "Quebec" means Quebec;  
and
- (i) The term "Special Constables" includes the chief and other supervisory members and the special constables of the Akwesasne Mohawk Police.

- 2.2 The Akwesasne Police Commission referred to in this Agreement is not a police commission as designated in the Police Act of Quebec, and as such does not bind the Government of Quebec under the provisions of that Act.

ARTICLE 3: FUNDING PARTICIPATION:

- 3.1 The Government of Quebec, for the purpose of ensuring adequate policing services throughout Quebec, is prepared to contribute to the cost of, and to support and assist the Akwesasne Mohawk Police.
- 3.2 The contribution of Quebec and Ontario toward the cost of the Akwesasne Mohawk Police set out in Schedule "A" of this Agreement shall be shared in a ratio corresponding to the population of Akwesasne residing in each Province: for Quebec the population residing in Chenail and St. Régis and for Ontario the population residing on Cornwall Island. For the purpose of this Agreement, the ratio shall be two-thirds for Quebec and one-third for Ontario.
- 3.3 Beginning in the fiscal year for April 1, 1990 to March 31, 1991, the Government of Canada shall contribute \$588,000.00 for each of the fiscal years 1990/91, 1991/92 and 1992/93. This amount shall be indexed for inflation, as set out in Schedule "B", for the fiscal years ending March 31, 1992 and March 31, 1993.
- 3.4 The total of Quebec's contribution pursuant to this Agreement for the year ending March 31, 1991 shall be \$274,802.00. This amount shall be indexed for inflation, as set out in Schedule "B", for the fiscal years ending March 31, 1992 and March 31, 1993.
- 3.5 The total of Ontario's contribution pursuant to this Agreement for the year ending March 31, 1991 shall be \$137,401.00. This amount shall be indexed for inflation, as set out in Schedule "B", for the fiscal years ending March 31, 1992 and March 31, 1993.
- 3.6 The annual contribution of Canada shall be provided to Ontario and Quebec by the delivery of equal quarterly cheques in the proportion of two-thirds (2/3) for Quebec and one-third (1/3) for Ontario, with payments made in the first week of April, July, October, and January for each year of this Agreement.



- 3.7 Notwithstanding the provisions of paragraph 3.6, in recognition of the unique geographical location and policing needs of Akwesasne, the portion of the contribution of Canada representing the difference between the total funding and the estimated budget, as set out in Schedule "A", shall be provided to the Council pursuant to a Contribution Agreement.
- 3.8 The portion of contributions by Quebec and Ontario for administration fees from direct operating expenses shall be paid to the Council in four equal quarterly instalments in each year, with the first payments made in the first week of April, July, October and January for each year of this Agreement.
- 3.9 The maximum contributions payable pursuant to this Agreement, as agreed to by the parties, are set out in Schedule "A" to this Agreement. Payments made by Quebec, Ontario and Canada will be dependent upon the actual costs of the Akwesasne Policing arrangement where the actual cost is less than the estimated cost. Subject to Paragraph 3.7 and the terms of the Contribution Agreement thereunder, in the event that the actual cost is less than the estimated cost, the Akwesasne Police Commission may apply to the Subcommittee on Interim Administration for a reallocation of funds before the fiscal year ends for additional policing expenditure.
- 3.10 Subject to Paragraphs 3.4 and 3.5, the amounts expended by Ontario and Quebec during the term of this Agreement shall be adjusted at the end of each fiscal year to ensure that such costs are borne in the proportions set out in Paragraph 3.2.
- 3.11 Payments made pursuant to this Agreement shall be made by cheque drawn on the account of the Receiver General for Canada, the Minister of Finance for Quebec, the Treasurer of Ontario, or the Council.

#### ARTICLE 4: SALARY AND BENEFITS:

- 4.1 Canada, Quebec and Ontario are prepared to share in the salary and benefit cost of the Akwesasne Mohawk Police as set out in Schedule "A" to this Agreement.
- 4.2 Subject to Article 3, the portion of contributions by Quebec and Ontario in respect of salaries and benefits as set out in Schedule "A" to this Agreement will be paid directly by Ontario and Quebec to the Council in four equal quarterly instalments in each

year, with payments made in the first week of April, July, October, and January for each year of this Agreement.

- 4.3 Notwithstanding the preceding provisions, the Council shall determine and pay the salary and benefits of special constables and other staff of the Akwesasne Mohawk Police.
- 4.4 Paragraph 4.3 shall not be interpreted so as to require Quebec, Ontario or Canada to provide any funds in respect of salaries and benefits in addition to those set out in Schedules "A" and "E".
- 4.5 The Council shall, upon request and at all reasonable times, provide to representatives of Quebec, Ontario or Canada access to the accounting and other records of the Council with respect to the financial operations of the Akwesasne Mohawk Police, including any resolutions authorizing the expenditure of money pursuant to this Agreement or relating to salaries and benefits of special constables or staff of the Akwesasne Mohawk Police.
- 4.6 The Council shall provide, upon request, to representatives of Quebec or Ontario, a copy, certified by the Council's administrator or manager, of any document or record of expenditure related to salaries and benefits of the special constables or staff of the Akwesasne Mohawk Police.
- 4.7 Within four months after March 31 in the years 1991, 1992 and 1993, the Council shall transmit to the other parties an audit report from a chartered accountant on the financial operations of the Akwesasne Mohawk Police, including, if required, an accounting of revenues and expenses and a balance sheet, as well as a detailed accounting of the expenditures of contributions made for salaries and benefits pursuant to this Agreement. The obligation imposed by this paragraph shall not expire upon the termination of this Agreement in 1993.
- 4.8 The Council shall present to the Akwesasne Police Commission and to the Subcommittee on Interim Administration a quarterly report of salary and benefit expenditures.
- 4.9 On or before January 1 of each year during the term of this Agreement, the Akwesasne Police Commission shall present to the Subcommittee on Interim Administration an annual budget, which shall include

figures showing the proportion of the total budget of the Akwesasne Mohawk Police allocated for salaries and benefits.

- 4.10 The Council shall be responsible for providing and paying for adequate insurance coverage including liability and accident insurance, for the Akwesasne Mohawk Police.
- 4.11 The Council shall be responsible for providing and paying for any and all benefits including pension benefits for the Akwesasne Mohawk Police.

#### ARTICLE 5: DIRECT OPERATING EXPENSES

- 5.1 Canada, Quebec and Ontario are prepared to share in the direct operating expenses in the amounts as set out in schedule "A" to this Agreement.
- 5.2 Where the Akwesasne Mohawk Police require equipment, including all modes of transportation and communications, uniforms and firearms, the Akwesasne Police Commission shall make a request for the equipment to the Subcommittee on Interim Administration, which may decide that the equipment be provided through the procurement systems of the Sûreté du Québec or the Ontario Provincial Police or from some other source.
- 5.3 Direct operating expenses shall be controlled in accordance with the Quebec and/or Ontario procurement system as decided by them. In so doing the Minister and the Commissioner shall take into account the estimated costs described on schedule "C" to this Agreement.
- 5.4 Quebec and Ontario agree to provide the Akwesasne Police Commission and the Subcommittee on Interim Administration, a quarterly report of expenditures of funds allocated pursuant to this Agreement concerning training, equipment and other operational expenses for the Akwesasne Mohawk Police.

#### ARTICLE 6: STEERING COMMITTEE

- 6.1 The parties agree that the Steering Committee has been created to facilitate a transfer of the supervision of the policing function at Akwesasne to



the Akwesasne Police Commission and that during the term of this Agreement, the responsibilities of the Steering Committee may be reduced and the responsibilities of the Akwesasne Police Commission may be increased commensurate with this objective.

- 6.2 The Steering Committee shall consist of two subcommittees, with members appointed by their respective authorities. The subcommittees shall be called the Subcommittee on Interim Administration and the Subcommittee on Operations.

(a) The Subcommittee on Interim Administration shall consist of:

- (i) One representative of the Council or of the Akwesasne Police Commission; and
- (ii) One representative of the Sûreté du Québec; and
- (iii) One representative of the Ontario Provincial Police.

(b) The Subcommittee on Operations shall consist of:

- (i) The Chief from the Council who is responsible for Justice; and
- (ii) One representative duly appointed by the Sûreté du Québec; and
- (iii) One representative duly appointed by the Ontario Provincial Police.

- 6.3 The duties of the Subcommittee on Interim Administration shall be generally to oversee the function of policing at Akwesasne during the term of this Agreement.

- 6.4 The Akwesasne Police Commission or the Subcommittee on Interim Administration may:

- (a) Audit the Akwesasne Mohawk Police in relation to its management and policy operations; or
- (b) Review and evaluate the performance, training needs and conduct of all special constables of the Akwesasne Mohawk Police; or
- (c) Prepare plans or recommend any changes or remedial steps that are desirable.

- 6.5 The Subcommittee on Interim Administration shall confer as frequently as it determines desirable, both in person and by telephone conference, but shall meet in person at least once every three months.
- 6.6 The Subcommittee on Interim Administration shall review and approve the budget produced pursuant to Paragraph 4.9, on or before January 30th of each year during the term of this Agreement.
- 6.7 The Subcommittee on Interim Administration, in consultation with the Akwesasne Police Commission, shall identify the policing objectives for Akwesasne, and the Police Commission shall, consistent with those objectives, assign to the Akwesasne Mohawk Police such law enforcement duties as it sees fit.
- 6.8 Where the Akwesasne Police Commission, after completion of a process which satisfies the requirements of natural justice, has determined that the constable status of a special constable of the Akwesasne Mohawk Police should be withdrawn, the Subcommittee on Interim Administration shall be informed of that determination and the reasons therefor, and may investigate the circumstances more fully, and shall report its recommendations to the Council, Quebec and Ontario for their action.
- 6.9 Prior to deciding whether or not to withdraw constable status from a Special Constable of the Akwesasne Mohawk Police, the Minister, and the Commissioner shall consult with the Akwesasne Police Commission and the Subcommittee on Interim Administration.
- 6.10 The Subcommittee on Interim Administration shall prepare an annual report on policing at Akwesasne which it shall provide to the parties to this Agreement by March 1st in each year during the term of this Agreement.
- 6.11 The three members of the Subcommittee on Interim Administration constitute a quorum.

#### ARTICLE 7: SUBCOMMITTEE ON OPERATIONS:

- 7.1 The Subcommittee on Operations shall provide advice to the Akwesasne Police Commission on operational, administrative and educational policing matters,

including the identification of police training needs.

- 7.2 The Subcommittee on Operations shall prepare an annual report which it shall provide to the parties by March 1st in each year during the term of this Agreement.
- 7.3 The three members of the Subcommittee on Operations constitute a quorum.
- 7.4 The Subcommittee on Operations shall confer as frequently as it determines desirable, both in person and by telephone conference, but shall meet in person at least once every three months.

ARTICLE 8: LIAISON OFFICERS:

- 8.1 The Sûreté du Québec and the Ontario Provincial Police shall each designate a liaison officer.
- 8.2 The duties of the Liaison Officers for the Sûreté du Québec or the Ontario Provincial Police are set forth in their respective job description. Any change to these job descriptions after the coming into force of this Agreement shall have effect for the purposes of this Agreement.
- 8.3 As determined by the Subcommittee on Operations, the Akwesasne Mohawk Police will be required to attend detachment planning meetings with the Sûreté du Québec and the Ontario Provincial Police.

ARTICLE 9: MISCELLANEOUS PROVISIONS:

- 9.1 The parties agree in the interest of the community that the Akwesasne Mohawk Police is to enforce all laws in force within their jurisdiction.
- 9.2 The parties agree to support the Akwesasne Mohawk Police in the carrying out their duties, and each party agrees to fulfil their obligations under this Agreement in good faith.
- 9.3 The parties agree to work together to review and develop a code of conduct, operational guidelines, a civilian complaint procedure and a disciplinary process for the Akwesasne Mohawk Police.



- 9.4 Notwithstanding the provisions of Paragraphs 9.3, 10.4 and 11.1, the Akwesasne Police Commission undertakes to negotiate an Agreement concerning the code of conduct with the Ministère de la Sécurité Publique.
- 9.5 It shall be the duty of a special constable of the Akwesasne Mohawk Police to keep the peace, prevent crime and enforce the law.
- 9.6 No party to this Agreement shall interfere in any individual case or in the investigative or prosecutorial process.
- 9.7 The Sûreté du Québec and the Ontario Provincial Police shall provide all reasonable support to the Akwesasne Mohawk Police and, in particular, shall provide assistance in the investigation of serious crimes as determined by the Subcommittee on Operations.
- 9.8 The special constables of the Akwesasne Mohawk Police shall receive training either at the Institut de Police du Québec, or at the Ontario Police College, or at the Ontario Provincial Police Academy, or through local detachments of the Sûreté du Québec and the Ontario Provincial Police, or at other locations and agencies approved by the Subcommittee on Interim Administration in consultation with the Akwesasne Police Commission.
- 9.9 Nothing in this Agreement shall be construed so as to preclude the Minister from discharging his duties under the Police Act of Quebec or under the statutory or civil law of Quebec or Canada.
- 9.10 Nothing in this Agreement shall be construed so as to preclude the Commissioner from discharging his duties under the Police Act of Ontario or under the statutory or common law of Ontario or Canada.
- 9.11 Nothing in this Agreement shall be construed so as to preclude the Council from discharging its duties under the Indian Act of Canada or under the statutory or common law of Canada.
- 9.12 Nothing in this Agreement shall be so construed as to affect, prejudice or derogate from aboriginal, treaty, constitutional or any other rights, privileges or freedoms which have accrued to or may accrue to the Mohawk people of Akwesasne regardless of whether such rights, privileges and freedoms are

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recognized, established and defined before or after the execution of this Agreement.

ARTICLE 10: AKWESASNE POLICE COMMISSION:

- 10.1 There shall be an Akwesasne Police Commission whose members shall be appointed by the Council to serve for a term of three years. There shall be a maximum of eight members, with representation as follows:
- (a) A chief of the Council to serve as Chairperson of the Commission. The Chairperson shall not have a vote in the decisions of the Akwesasne Police Commission; and
  - (b) Two community members from the district of Chenail; and
  - (c) Two community members from the Village of St. Régis; and
  - (d) Two community members from Cornwall Island; and
  - (e) One community member from the portion of Akwesasne that is in the United States.
- 10.2 The Akwesasne Police Commission shall be guided in the conduct of its affairs by the Charter of the Akwesasne Police Commission set out in Schedule "D" to this Agreement.
- 10.3 The Akwesasne Police Commission shall prepare an annual report on its operations and shall provide copies of that report to each party to this Agreement and to the Subcommittee on Interim Administration, within four months after March 31 in the year 1991, 1992 and 1993. The obligation imposed by this paragraph shall not expire upon the termination of this Agreement in 1993.
- 10.4 The Akwesasne Police Commission shall implement a Code of Conduct, operational guidelines, a civilian complaint procedure and a disciplinary process for the Akwesasne Mohawk Police.
- 10.5 The community members of the Commission shall not be elected members of the Council.

ARTICLE 11: TERMS AND CONDITIONS OF EMPLOYMENT:

- 11.1 Once the code of conduct, complaint and disciplinary procedures and operational guidelines described in paragraph 9.3 of this Agreement have been adopted by the Akwesasne Police Commission, special constables of the Akwesasne Mohawk Police shall sign as a condition of employment or of continuation of employment, acceptance of such code of conduct, complaint and disciplinary procedures.

ARTICLE 12: COMING INTO FORCE:

- 12.1 This Agreement shall be approved by each of the parties hereto.
- 12.2 This Agreement shall enter into force on the 1st day of April 1990.

ARTICLE 13: TERMINATION

- 13.1 This Agreement shall expire on March 31, 1993.

ARTICLE 14: RENEWAL

Subject to approvals required by law, this Agreement may be renewed or extended on terms and conditions agreed to in writing by the parties hereto.

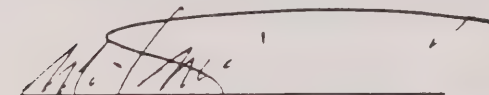
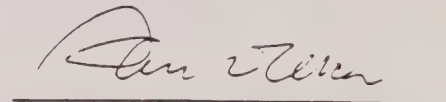
ARTICLE 15: MODIFICATION

Subject to approvals required by law, this Agreement may be amended prior to its expiration upon terms in writing agreed to by all parties.

IN WITNESS WHEREOF, the undersigned, duly authorized to that effect, have signed this Agreement.

Done in quadruplicate, at Quebec  
this 28th day of June , 1990.



Done in the English, French languages, each version being equally authentic.

  
ON BEHALF OF THE MOHAWK  
COUNCIL OF AKWESASNE  
ON BEHALF OF QUEBEC, LE  
MINISTRE DE LA SECURITE  
PUBLIQUE


AND BY

  
LE MINISTRE DÉLEGUE AUX  
AFFAIRES AUTOCHTONES

AND BY

  
LE MINISTRE DÉLEGUE AUX  
AFFAIRES INTER-  
GOUVERNEMENTALES  
CANADIENNES  
ON BEHALF OF CANADA, THE  
MINISTER OF INDIAN AFFAIRS  
AND NORTHERN DEVELOPMENT  
ON BEHALF OF ONTARIO, THE  
SOLICITOR GENERAL

AND BY

  
THE MINISTER RESPONSIBLE  
FOR NATIVE AFFAIRS



# SCHEDULE A

## AKWESASNE POLICING AGREEMENT

### ESTIMATED EXPENDITURES (15 SPECIAL CONSTABLES)

FOR THE YEAR APRIL 1, 1990 TO MARCH 31, 1991

|                              | ONTARIO<br>GOVT | QUEBEC<br>GOVT | FEDERAL<br>GOVT | ESTIMATED<br>TOTAL | FUNDING<br>DIRECTLY<br>TO<br>AKWESASNE |
|------------------------------|-----------------|----------------|-----------------|--------------------|--|
| SALARY & BENEFITS            | 103,801         | 207,602        | 446,597         | 758,000            | 758,000                                |
| DIRECT OPERATION<br>EXPENSES | 33,600          | 67,200         | 109,200         | 210,000*           | 26,000                                 |
|                              |                 |                |                 |                    |  |
|                              | 137,401         | 274,802        | 555,797         | 968,000            |  |
| OPERATING<br>CONTINGENCY     |                 |                | 32,203          | 32,203**           | 32,203                                 |
|                              |                 |                |                 |                    |  |
|                              | 137,401         | 274,802        | 588,000         | 1,000,203          | 816,203                                |

\* A sum of \$26,000 for the administration fees from the direct operating expense budget shall be sent directly by Quebec and Ontario to the Mohawk Council of Akwesasne to be used for the operations of the Akwesasne Mohawk Police.

\*\* This amount shall be sent directly by Canada to the Mohawk Council of Akwesasne to be used for the operation of the Akwesasne Mohawk Police.

Schedule B

The indexing of the amounts referred to in Paragraphs 3.3, 3.4 and 3.5 is done by multiplying the amounts by the ratio  $\frac{A}{B}$

where A is the Consumer Price Index for the 12 month period that ended on September 30 next before that year, and

B is the Consumer Price Index for the 12 month period immediately preceding the period mentioned in the description of A.

and for this purpose it is understood that the Consumer Price Index for any 12 month period is the result arrived at by:

- a) aggregating the Consumer Price Index, as published by Statistics Canada under the authority of the Statistics Act adjusted in such manner as may be prescribed, for each month in that period;
- b) dividing the aggregate obtained under paragraph (a) by twelve; and
- c) rounding the result obtained under paragraph (b) to the nearest one-thousandth or, where the result obtained is equidistant from two consecutive one-thousandths, to the higher thereof.

AKWESASNE POLICING AGREEMENT

DETAILED ESTIMATED EXPENDITURES (15 SPECIAL CONSTABLES)

FOR SALARY, BENEFITS AND D.O.E.

FOR THE YEAR APRIL 1, 1990 TO MARCH 31, 1991

SALARY AND BENEFITS

|  |         |         |
|--|---------|---------|
| Salary   | 600,000 |         |
| Benefits                                       | 88,000  |         |
| Overtime, Statutory Holiday &<br>Shift Premium | 70,000  |         |
|  | <hr/>   | 758,000 |

DIRECT OPERATION EXPENSES (D.O.E.)

|                                 |          |         |
|---------------------------------|----------|---------|
| Training                        | \$17,000 |         |
| Liaison & Coach Officer         | 22,000   |         |
| Administrative (GHQ Unit)       | 50,000   |         |
| Transportation & Communications | 13,000   |         |
| Service & Rentals               | 40,000   |         |
| Supplies & Equipment            | 68,000   |         |
|                                 | <hr/>    | 210,000 |
|                                 |          | <hr/>   |
| ESTIMATED TOTAL                 |          | 968,000 |

CHARTER OF THE AKWESASNE POLICE COMMISSION

COMPOSITION:

The Akwesasne Police Commission consists of seven community members including two representatives from each district of Cornwall Island, St. Régis Village and Snye. There is one representative from the American portion of the territory. The Commission is also comprised of one Chief of the Mohawk Council of Akwesasne who serves as Chairperson. The Chairperson has no voting powers.

The Police Commission is comprised of two working committees: A Discipline Board made up of three Commission members and a Selection Board also consisting of three Commission members.

SELECTION OF MEMBERS:

- Police Commission members are selected and appointed by the Mohawk Council of Akwesasne through an informal selection process.
- Members are selected on the basis of their good character, credibility and reputation in the Akwesasne community.
- Members must have an adequate educational background and possess an interest in policing matters.
- Individuals with a criminal record relating to an indictable offence are not eligible for membership.

TENURE:

- The appointment of Police Commission members is for a term of three years.
- Members are eligible for reappointment.

DISMISSAL:

Members are subject to dismissal from the Police Commission if they:



- a) are convicted of an indictable offence in Canada or a felony in the United States during the term of their appointment;
- b) are suspected on reasonable grounds of being involved in illicit activities on or off the territory of Akwesasne;
- c) breach the Oath of Confidentiality;
- d) fail to attend three consecutive general meetings without a valid reason.

A new member is to be appointed to the vacated position within thirty (30) days of the dismissal date.

#### MEETINGS:

- Police Commission meetings are held at least once a month and as required.
- Minutes of all meetings are recorded.
- Meetings are closed to the public unless otherwise directed by the commission.

#### QUORUM:

Five voting members of the Commission constitute a quorum.

#### FUNCTIONS OF THE COMMISSION:

The duties and functions of the Akwesasne Police Commission are to:

- a) subject to the Agreement coming in to force on April 1st, 1990, between the Government of Akwesasne, the Government of Canada, the Government of Quebec and the Government of Ontario, oversee the general administration and direction of the Akwesasne Mohawk Police;
- b) establish policing priorities in accordance with community needs and concerns;
- c) develop and conduct programs of public information and education relating to community policing issues;
- d) establish criteria and procedures for the selection of special constables for the Akwesasne Mohawk Police;
- e) establish a formal reporting system to be followed by the Akwesasne Mohawk Police;

- f) recommend specialized training requirements for police trainees and officers and for individuals appointed to the position of Chief of Police and Supervisor;
- g) initiate inquiries into allegations of police misconduct and undertake disciplinary action against special constables found in violation of the Code of conduct;
- h) establish and initiate grievance procedures for special constables who allege unfair treatment by a supervisor or the chief of Police;
- i) establish guidelines and enter into agreements regarding the involvement of the Ontario Provincial Police, the Surete du Quebec and other law enforcement agencies in police operational matters on the territory of Akwesasne;
- j) seek assistance and advice from the Police Advisory Board composed of the chief from the Mohawk Council who is responsible for justice, and representatives from the Ontario Provincial Police Force and the Surete du Quebec;
- k) develop an administrative scheme for the tenure, remuneration, benefits and other conditions of the Akwesasne Mohawk Police.

#### DECISIONS RENDERED:

Decisions of the Police Commission are rendered by a simple majority vote of the members.

All decisions rendered by the Police Commission are final, subject to the disciplinary procedures set out in the Code of conduct.

The parties to the Akwesasne Policing Agreement (Agreement) are hereby advised that if the Mohawk Council of Akwesasne (Council) uses the Ontario Provincial Police salary scale to pay the special constables and the chief of the Akwesasne Mohawk Police, the actual budget and the budgets covering this Agreement will not suffice and the Council, over time, will run out of funds.

The Ministère de la Sécurité publique of Quebec and the Sûreté du Québec which to emphasize that they will not invest additional funds in order to offset any deficit. The budget, as set out in Schedule "A", concerning the salaries and fringe benefits is calculated using the maximum salary scale as well as fringe benefits applicable to the special constables hired by the Sûreté du Québec through its Native Police Program multiplied by a factor of 10 plus two thirds of the salary of a Class II Secretary at the salary scale of the Government of Quebec.

In addition, we would like to mention that an amount of \$12,000 per annum is part of the funding provided by Quebec concerning salaries and fringe benefits in order to cover the costs of the salaries and benefits of two radio dispatchers. This amount of \$12,000 per annum will be allocated for a maximum period of 24 months, after which an adequate telephone system will be installed.

Done in Sainte-Foy this 15 day of June 1990.



For the Ministère de la Sécurité  
publique du Québec









ENTENTE SUR LES SERVICES DE POLICE D'AKWESASNE

ENTRE :

LE GOUVERNEMENT D'AKWESASNE,  
représenté par le conseil mohawk d'Akwesasne  
(ci-après appelé Akwesasne)

PARTIE DE PREMIÈRE PART

et

LE GOUVERNEMENT DU CANADA,  
représenté par le ministère des  
Affaires indiennes et du Nord canadien,  
(ci-après appelé le "Canada")

PARTIE DE DEUXIÈME PART

et

LE GOUVERNEMENT DU QUÉBEC,  
représenté par le ministre de la Sécurité publique,  
le ministre délégué aux Affaires autochtones et  
le ministre délégué aux  
Affaires intergouvernementales canadiennes  
(ci-après appelé le "Québec")

PARTIE DE TROISIÈME PART

et

LE GOUVERNEMENT DE L'ONTARIO,  
représenté par le Solliciteur général de l'Ontario  
(ci-après appelé l'"Ontario")

PARTIE DE QUATRIÈME PART

ATTENDU QUE les Mohawks d'Akwesasne ont enjoint leur gouvernement de renforcer le maintien des lois et de l'ordre ainsi que d'améliorer et de préciser leurs relations avec la Sûreté du Québec et la Police provinciale de l'Ontario; et

ATTENDU QUE les parties s'engagent à travailler ensemble afin de prévenir et d'éliminer le crime; et

ATTENDU QUE les Mohawks d'Akwesasne ont autorisé le conseil Mohawk d'Akwesasne à pourvoir des services de police dans la partie du territoire d'Akwesasne qui relève de sa compétence; et

ATTENDU QU'IL est dans les meilleurs intérêts de la communauté d'Akwesasne d'établir des procédures en matière de fonctionnement, d'administration, d'éducation et de formation afin d'assurer des services de police de grande qualité à Akwesasne; et

ATTENDU QUE les parties s'engagent à établir des normes professionnelles élevées qui permettront aux constables spéciaux de la police mohawk d'Akwesasne de faire respecter l'application de la loi; et

ATTENDU QU'IL est souhaitable de faciliter les communications entre les parties ainsi qu'entre la police mohawk d'Akwesasne et les autres forces policières; et

ATTENDU QUE les parties désirent renforcer et préciser l'obligation de rendre compte de la police mohawk d'Akwesasne; et

ATTENDU QUE les parties partagent les objectifs de paix et d'harmonie au sein de la communauté et avec les autres communautés; et

ATTENDU QUE les parties partagent l'objectif que les Mohawks d'Akwesasne disposent des services de police autonomes et indépendants et que ceux-ci soient assurés par la police mohawk d'Akwesasne sous le contrôle du peuple d'Akwesasne.

EN FOI DE QUOI, les parties à la présente Entente conviennent en considération de leurs mutuels accords de ce qui suit :

#### ARTICLE 1 - DISPOSITIONS GÉNÉRALES

1.1 La présente Entente a pour objet l'implantation des services policiers à Akwesasne.

1.2 Toutes les parties acceptent que la police mohawk d'Akwesasne a besoin d'un plus grand nombre de constables spéciaux afin d'assurer un service de police approprié et adéquat. Par conséquent, le nombre de constables spéciaux est augmenté de 10 à 15.



- 1.3 À la lumière des objectifs fixés conformément au paragraphe 6.7, toute modification, si nécessaire, dans le nombre de constables spéciaux à nommer aux termes de l'alinéa 2.1(d) requiert l'approbation de la Commission de police d'Akwesasne, du Ministre et du Commissaire.

## ARTICLE 2 - DÉFINITIONS

- 2.1 Aux fins de la présente Entente, à moins que le contexte n'indique une interprétation différente:
- a) le terme "Akwesasne" désigne le territoire Mohawk d'Akwesasne sur lequel le conseil a juridiction;
  - b) le terme "Conseil" désigne le conseil Mohawk d'Akwesasne;
  - c) le terme "Commissaire" désigne le Commissaire de la Police provinciale de l'Ontario;
  - d) le terme "Police Mohawk d'Akwesasne" désigne les constables de police des Premières Nations qui ont été choisis aux termes de l'article 1 de la présente Entente et qui ont été nommés constables spéciaux par le Ministre en vertu de la Loi de police du Québec, par le Commissaire, en vertu de la Loi de police de l'Ontario, et par le conseil, par voie de résolution, et qui patrouillent le territoire d'Akwesasne;
  - e) le terme "Ministre" désigne le ministre de la Sécurité publique du Québec;
  - f) le terme "Ontario" désigne la Province de l'Ontario;
  - g) Le terme "Parties" désigne Akwesasne, le Canada, le Québec et l'Ontario;
  - h) le terme "Québec" désigne le Québec; et,
  - i) le terme "constables spéciaux" comprend le chef, les autres titulaires de postes de direction et les constables spéciaux de la police mohawk d'Akwesasne.
- 2.2 La Commission de police d'Akwesasne visée par la présente Entente n'est pas une Commission de police au sens de la Loi de police du Québec, et par conséquent, aux termes de cette loi, le Québec n'est pas lié par cette Commission.

ARTICLE 3 - FINANCEMENT

- 3.1 Désireux d'assurer des services de police adéquats à l'échelle du Québec, le gouvernement du Québec consent à partager le coût de fonctionnement de la police mohawk d'Akwesasne, de l'assister et de lui prêter main forte.
- 3.2 Le Québec et l'Ontario doivent se partager le coût de fonctionnement de la police mohawk d'Akwesasne, ainsi qu'il est prévu à l'annexe "A" de la présente Entente, dans des proportions égales à la population d'Akwesasne résidant dans chaque province: à savoir la population de Chenail et de Saint-Régis pour le Québec et celle de Cornwall Island pour l'Ontario. Aux fins de la présente Entente, ces proportions sont établies à deux tiers pour le Québec et à un tiers pour l'Ontario .
- 3.3 À compter de l'année financière débutant le 1<sup>er</sup> avril 1990 et se terminant le 31 mars 1991, et pendant les années 1990-1991, 1991-1992 et 1992-1993, la contribution annuelle du Canada se chiffrera à 588 000 \$. Ce montant sera indexé pour l'inflation selon la méthode prévue à l'annexe "B" pour les années financières se terminant le 31 mars 1992 et le 31 mars 1993.
- 3.4 La contribution totale du Québec, conformément à la présente Entente se chiffrera à 274 802 \$ durant l'année financière se terminant le 31 mars 1991. Ce montant sera indexé pour l'inflation selon la méthode prévue à l'annexe "B" pour les années financières se terminant le 31 mars 1992 et le 31 mars 1993.
- 3.5 La contribution totale de l'Ontario, conformément à la présente Entente se chiffrera à 137 401 \$ durant l'année financière se terminant le 31 mars 1991. Ce montant sera indexé pour l'inflation selon la méthode prévue à l'annexe "B" pour les années financières se terminant le 31 mars 1992 et le 31 mars 1993.
- 3.6 La contribution annuelle du Canada est remise au Québec et à l'Ontario dans des proportions respectives de deux tiers (2/3) et de un tiers (1/3). Les fonds sont versés par chèque en quatre versements trimestriels égaux. Les versements payables la première semaine d'avril, de juillet, d'octobre et de janvier pour chaque année de la présente Entente.

- 3.7 Nonobstant les dispositions du paragraphe 3.6, compte tenu de la situation géographique particulière du territoire d'Akwesasne ainsi que de ses besoins de services policiers, la contribution du Canada représentant la différence entre le financement total accordé et le budget estimé tel qu'établi à l'annexe "A", est versée au conseil aux termes d'une entente de Contribution.
- 3.8 Le Québec et l'Ontario paient au conseil leur part des frais d'administration liés aux coûts directs de fonctionnement en quatre versements trimestriels égaux. Les versements sont payables la première semaine d'avril, de juillet, d'octobre et de janvier pour chaque année de la présente Entente.
- 3.9 Les contributions maximales dont les parties ont convenu en application de la présente Entente sont ventilées à l'annexe "A". Le montant des paiements versés par le Québec, l'Ontario et le Canada correspond au montant des coûts réels à la présente lorsque ces coûts sont inférieurs aux coûts prévus. Sous réserve du paragraphe 3.7 et des conditions de l'entente de Contribution, dans le cas où les coûts réels seraient inférieurs aux coûts prévus, la Commission de police d'Akwesasne peut soumettre une demande au Sous-comité intérimaire de l'Administration afin que les fonds soient réalloués avant la fin de l'année financière à des dépenses additionnelles reliées au maintien de l'ordre.
- 3.10 Sous réserve des paragraphes 3.4 et 3.5, à la fin de chaque année visée par la présente Entente, on réajustera au besoin les montants engagées par l'Ontario et le Québec afin que les dépenses soient partagées dans les proportions prévues au paragraphe 3.2.
- 3.11 Les paiements versés aux termes de la présente Entente doivent prendre la forme de chèques émis par le Receveur général du Canada, le ministre des Finances du Québec, le Trésorier de l'Ontario ou le conseil.

#### ARTICLE 4 - SALAIRES ET AVANTAGES SOCIAUX

- 4.1 Le Canada, le Québec et l'Ontario consentent à se partager le coût des salaires et des avantages sociaux applicables à la police mohawk d'Akwesasne, tel qu'il est établi à l'annexe "A".
- 4.2 Sous réserve de l'article 3, la portion de la contribution du Québec et de l'Ontario destinées aux salaires et aux avantages sociaux conformément à l'annexe "A" doit être versée directement au conseil en quatre versements

trimestriels égaux. Les versements sont payables la première semaine d'avril, de juillet, d'octobre et de janvier pour chaque année de la présente Entente.

- 4.3 Nonobstant les dispositions précédentes, il incombe au conseil de fixer et de payer le salaire et les avantages sociaux des constables spéciaux et des autres employés de la police mohawk d'Akwesasne.
- 4.4 Le paragraphe 4.3 ne peut être interprété de façon à exiger du Québec et de l'Ontario ou du Canada des fonds supplémentaires à ceux prévus aux annexes "A" et "E" aux fins des salaires et des avantages sociaux.
- 4.5 En tout temps convenable, le conseil doit, à la demande des représentants du Québec, de l'Ontario ou du Canada, fournir les registres et les autres pièces comptables concernant les activités financières de la police mohawk d'Akwesasne. Cette disposition s'applique aussi aux résolutions autorisant le paiement des salaires et des avantages sociaux des constables spéciaux ou d'autres employés de la police mohawk d'Akwesasne ainsi qu'aux résolutions autorisant d'autres dépenses aux termes de la présente Entente.
- 4.6 Sur demande, le conseil doit remettre aux représentants du Québec ou de l'Ontario copie de tout registre des dépenses liées aux salaires et aux avantages sociaux des constables spéciaux ou des autres employés de la police mohawk d'Akwesasne. Les copies doivent être attestées par l'administrateur compétent du conseil.
- 4.7 Dans les quatre mois suivant la fin de chaque année financière visée par la présente Entente, soit le 31 mars 1991, 1992 et 1993, le conseil doit acheminer aux autres parties un rapport de vérification des activités financières de la police mohawk d'Akwesasne, lequel doit être préparé par un comptable agréé. Au besoin, il devra également fournir un état des revenus et des dépenses, un bilan et un rapport comptable circonstancié de l'utilisation des fonds reçus aux fins des salaires et des avantages sociaux. Le conseil devra continuer de remplir cette obligation même après l'échéance de la présente Entente en 1993.
- 4.8 Le conseil doit remettre à la Commission de police d'Akwesasne et au sous-comité intérimaire de l'administration un rapport trimestriel des dépenses liées aux salaires et aux avantages sociaux.
- 4.9 Au plus tard le 1<sup>er</sup> janvier de chaque année visée par la présente Entente, la Commission de police d'Akwesasne doit présenter un budget annuel au sous-comité intérimaire de



l'administration. La Commission doit y indiquer la somme du budget total de la police mohawk d'Akwesasne qui est affectée aux fins des salaires et des avantages sociaux.

4.10 Le conseil doit fournir et payer, pour les membres de la police mohawk d'Akwesasne, des assurances suffisantes contre les risques, notamment une assurance-responsabilité et une assurance-accidents.

4.11 Le conseil doit offrir des régimes d'avantages sociaux, y compris des régimes de retraite, aux membres de la police mohawk d'Akwesasne et il doit en payer les primes.

#### ARTICLE 5 - COÛTS DIRECTS DE FONCTIONNEMENT

5.1 Le Canada, le Québec et l'Ontario acceptent de se partager les coûts directs de fonctionnement ainsi qu'ils sont établis à l'annexe "A" de la présente Entente.

5.2 Lorsque la police mohawk d'Akwesasne a besoin d'équipement, entre autres de véhicules, de systèmes de communication, d'uniformes et d'armes à feu, la Commission de police doit en présenter la demande au sous-comité intérimaire de l'administration. Ce dernier peut décider si l'équipement sera fourni par le service d'approvisionnement de la Sûreté du Québec, ou celui de la Police provinciale de l'Ontario, ou d'une autre source.

5.3 Le contrôle des coûts directs de fonctionnement sera assuré par le service d'approvisionnement du Québec et/ou de l'Ontario, ainsi que ces parties en conviendront. Le Ministre et le Commissaire doivent donc tenir compte des coûts prévus à l'annexe "C" de la présente Entente.

5.4 Le Québec et l'Ontario conviennent de remettre à la Commission de police d'Akwesasne et au sous-comité intérimaire de l'administration un rapport trimestriel des coûts de formation et d'équipement ainsi que des autres coûts de fonctionnement engagés aux termes de la présente Entente pour le compte de la police mohawk d'Akwesasne.

#### ARTICLE 6 - COMITÉ DIRECTEUR

6.1 Les parties conviennent que le comité directeur existe afin de faciliter le transfert du rôle de direction des services de police à Akwesasne, à la Commission de police d'Akwesasne. Ainsi, durant la période d'application de la présente Entente, les responsabilités du comité directeur peuvent être réduites et les responsabilités de la Commission de police peuvent s'accroître proportionnellement en tenant compte de cet objectif.

6.2 Le comité directeur se compose de deux sous-comités, à savoir: le sous-comité intérimaire de l'administration et le sous-comité des opérations. Les membres du comité directeur doivent être nommés par les autorités compétentes dont ils relèvent.

a) Le sous-comité intérimaire de l'administration est composé:

- i) d'un représentant du conseil ou de la Commission de police d'Akwesasne; et
- ii) d'un représentant de la Sûreté du Québec; et
- iii) un représentant de la Police provinciale de l'Ontario.

b) Le sous-comité des opérations est composé:

- i) du chef responsable des questions judiciaires au sein du conseil; et
- ii) d'un représentant nommé par la Sûreté du Québec; et,
- iii) d'un représentant nommé par la Police provinciale de l'Ontario.

6.3 Le sous-comité intérimaire de l'administration a pour mandat de veiller à la bonne marche des services de police à Akwesasne pendant la durée de la présente Entente.

6.4 La Commission de police d'Akwesasne et le sous-comité intérimaire de l'administration peuvent:

- a) vérifier les activités de la police mohawk d'Akwesasne aux plans de la gestion et des politiques de fonctionnement; ou
- b) réviser et évaluer le rendement, les besoins de formation et la conduite des constables spéciaux de la police mohawk d'Akwesasne; ou
- c) dresser des plans ou recommander des changements ou des mesures correctives souhaitables.

- 6.5 Le sous-comité intérimaire de l'administration peut tenir autant de réunions et de conférences en personne ou téléphoniques qu'il l'entend, mais il doit se réunir en personne au moins une fois tous les trois mois.
- 6.6 Au plus tard le 30 janvier de chaque année visée par la présente Entente, le sous-comité intérimaire de l'administration doit examiner et approuver le budget établi conformément aux termes du paragraphe 4.9.
- 6.7 Le sous-comité intérimaire de l'administration, en consultation avec la Commission de police d'Akwesasne, doit établir les objectifs concernant les services policiers pour Akwesasne. Conformément à ces objectifs, la Commission de police d'Akwesasne assigne la police mohawk d'Akwesasne des tâches de maintien de l'ordre qu'il juge opportunes.
- 6.8 Si, après un examen qui répond aux principes de justice naturelle, la Commission de police d'Akwesasne juge qu'un constable spécial de la police mohawk d'Akwesasne doit être relevé de ses fonctions, il doit informer le sous-comité intérimaire de l'administration de sa décision et des motifs sous-jacents. Libre d'enquêter davantage sur le dossier, le sous-comité intérimaire de l'administration doit toutefois présenter ses recommandations au conseil, au Québec et à l'Ontario pour que ces derniers prennent les mesures nécessaires.
- 6.9 Avant de destituer ou non un constable spécial de la police mohawk d'Akwesasne, le Ministre et le Commissaire doivent consulter la Commission de police d'Akwesasne et le sous-comité intérimaire de l'administration.
- 6.10 Il incombe au sous-comité intérimaire de l'administration de rédiger un rapport annuel sur les services de police d'Akwesasne et de le remettre aux différentes parties au plus tard le 1<sup>er</sup> mars de chaque année visée par la présente Entente.
- 6.11 Les trois membres du sous-comité intérimaire de l'administration constitue le quorum.

#### ARTICLE 7 - SOUS-COMITÉ DES OPÉRATIONS

- 7.1 Le sous-comité des opérations a pour mandat de conseiller la Commission de police d'Akwesasne sur les questions d'ordre opérationnel, administratif et les questions de formation policière, y compris les besoins à ce chapitre.

- 7.2 Le sous-comité des opérations doit préparer un rapport annuel et le remettre aux différentes parties au plus tard le 1<sup>er</sup> mars de chaque année visée par la présente Entente.
- 7.3 Les trois membres du sous-comité des opérations constituent le quorum.
- 7.4 Le sous-comité des opérations peut tenir autant de réunions et de conférences en personne et téléphoniques qu'il l'entend, mais il doit se réunir en personne au moins une fois tous les trois mois.

#### ARTICLE 8 - AGENTS DE LIAISON

- 8.1 La Sûreté du Québec et la Police provinciale de l'Ontario doivent désigner chacun un agent de liaison.
- 8.2 Les tâches des agents de liaison relevant de la Sûreté du Québec et de la Police provinciale de l'Ontario sont énoncées dans leur description de poste respective. Toute modification apportée à ces descriptions de poste après l'entrée en vigueur de la présente Entente s'appliquera aussi aux fins de la présente Entente.
- 8.3 Ainsi qu'en convient le sous-comité des opérations, la police mohawk d'Akwesasne doit assister aux réunions de planification des postes que tiennent la Sûreté du Québec et la Police provinciale de l'Ontario.

#### ARTICLE 9 - DISPOSITIONS DIVERSES

- 9.1 Pour le bien de la communauté, les parties conviennent que la police mohawk d'Akwesasne doit appliquer toutes les lois qui relèvent de sa compétence.
- 9.2 Les parties conviennent d'appuyer la police mohawk d'Akwesasne dans l'exercice de ses fonctions et d'honorer de bonne foi leurs obligations aux termes de la présente Entente.
- 9.3 Les parties doivent travailler ensemble à l'examen et à l'élaboration d'un code de déontologie, des directives opérationnelles, d'une procédure en matière de plaintes civiles et d'un processus disciplinaire sur lesquels se guidera la police mohawk d'Akwesasne.
- 9.4 Nonobstant les dispositions des paragraphes 9.3, 10.4 et 11.1, la Commission de police d'Akwesasne se charge de négocier une Entente relative au code de déontologie avec le ministère de la Sécurité publique.



- 9.5 Un constable spécial de la police mohawk d'Akwesasne a pour mandat de faire régner l'ordre, de prévenir le crime et de faire respecter la loi.
- 9.6 Les parties à la présente Entente ne doivent pas s'immiscer dans les causes individuelles ni dans les enquêtes ou les procès.
- 9.7 La Sûreté du Québec et la Police provinciale de l'Ontario doivent fournir l'appui raisonnable à la police mohawk d'Akwesasne et, plus particulièrement, participer aux enquêtes sur les crimes sérieux, à la demande du sous-comité des opérations.
- 9.8 Les constables spéciaux de la police mohawk d'Akwesasne doivent recevoir leur formation à l'Institut de police du Québec, ou à l'École de police de l'Ontario, ou à l'Académie de police provinciale de l'Ontario, ou par l'entremise des postes de la Sûreté du Québec ou de la Police provinciale de l'Ontario, ou à d'autres endroits ou dans d'autres organismes pourvu que le sous-comité intérimaire de l'administration, en consultation avec la Commission de police d'Akwesasne, y consente.
- 9.9 Aucune disposition de la présente Entente ne peut être interprétée comme empêchant le Ministre d'exercer ses fonctions aux termes de la Loi de police du Québec ni aux termes du droit civil ou des lois du Québec et du Canada.
- 9.10 Aucune disposition de la présente Entente ne peut être interprétée comme empêchant le Commissaire d'exercer ses fonctions aux termes de la Loi sur la police de l'Ontario ni aux termes de la common law ou des lois de l'Ontario et du Canada.
- 9.11 Aucune disposition de la présente Entente ne peut être interprétée comme empêchant le conseil d'exercer ses fonctions aux termes de la Loi sur les Indiens ni aux termes de la common law ou des lois du Canada.
- 9.12 Aucune disposition de la présente Entente ne peut être interprétée comme touchant ou brimant les droits ancestraux, les droits issus de traités, les droits constitutionnels, ou tout autre droit, privilège ou liberté qui reviennent ou pourraient revenir à Akwesasne. Cette disposition s'applique peu importe que de tels droits, privilèges ou libertés soient reconnus, établis ou définis avant ou après la durée de la présente Entente.



## ARTICLE 10 - COMMISSION DE POLICE D'AKWESASNE

- 10.1 Une Commission de police à Akwesasne est établie et les membres sont nommés par le conseil pour un mandat de trois ans. La Commission doit se composer d'au plus huit membres répartis comme suit :
- a) un chef du conseil, à la présidence lequel n'a pas le droit de voter au chapitre des décisions de la Commission de police d'Akwesasne; et
  - b) deux membres de la communauté du district de Chenail; et
  - c) deux membres de la communauté du village de Saint-Régis; et
  - d) deux membres de la communauté de Cornwall Island; et
  - e) un membre de la communauté de la partie américaine du territoire d'Akwesasne.
- 10.2 Dans l'exercice de ses fonctions, la Commission de police doit adhérer à la Charte de la Commission de police d'Akwesasne tel que présentée à l'annexe "D" de la présente Entente.
- 10.3 Dans les quatre mois suivant le 31 mars de l'année 1991, 1992 et 1993, la Commission de police d'Akwesasne doit rédiger le rapport annuel de ses activités et en remettre un exemplaire aux parties à la présente Entente et au sous-comité intérimaire de l'administration. Le conseil devra continuer de remplir cette obligation même après l'échéance de la présente Entente en 1993.
- 10.4 La Commission de police d'Akwesasne doit mettre en oeuvre à l'intention de la police mohawk d'Akwesasne un code de déontologie, des directives d'ordre opérationnel, une procédure en matière de plaintes civiles et un processus disciplinaire.
- 10.5 Les membres de la communauté qui siègent à la Commission de police ne peuvent être des membres élus du conseil.

## ARTICLE 11 - MODALITÉS D'EMPLOI

- 11.1 Dès que la Commission de police d'Akwesasne aura adopté un code de déontologie, une procédure en matière de plaintes, un processus disciplinaire et des directives d'ordre opérationnel, ainsi qu'il est prévu au paragraphe 9.3 de la présente Entente, tous les constables spéciaux de la police mohawk d'Akwesasne devront, à titre de condition d'emploi ou

de renouvellement de son mandat, accepter d'observer le code de déontologie, la procédure en matière de plaintes civiles et le processus disciplinaire.

ARTICLE 12 - ENTRÉE EN VIGUEUR

12.1 La présente Entente sera approuvée par chacune des parties.

12.2 La présente Entente entrera en vigueur le 1er jour d'avril 1990.

ARTICLE 13 - EXPIRATION

13.1 La présente Entente prendra fin le 31 mars 1993.

ARTICLE 14 - RENOUELEMENT

Sous réserve des approbations requises par la loi, les parties peuvent convenir par écrit des modalités de renouvellement ou de prolongation la présente Entente.

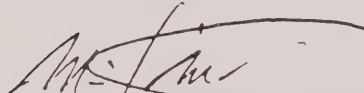
ARTICLE 15 - MODIFICATION

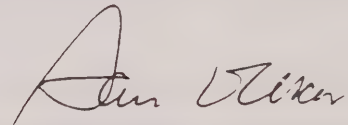
Sous réserve des approbations requises par la loi, les parties peuvent modifier par écrit les dispositions de la présente Entente avant que celle-ci arrive à échéance.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet, ont signé la présente Entente.

Fait en quatre exemplaires à Québec, en ce 28  
(er) ou (e) jour de (d') juin 1990.

Fait en langues anglaise et française, chaque version faisant également foi.


  
\_\_\_\_\_  
POUR LE CONSEIL MOHAWK  
D'AKWESASNE,


  
\_\_\_\_\_  
POUR LE QUÉBEC, REPRÉSENTÉ PAR  
LE MINISTÈRE DE LA SÉCURITÉ  
PUBLIQUE

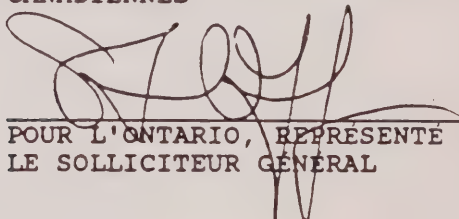
ET PAR

  
\_\_\_\_\_  
LE MINISTRE DÉLÉGUÉ AUX  
AFFAIRES AUTOCHTONES

ET PAR

  
\_\_\_\_\_  
LE MINISTRE DÉLÉGUÉ AUX  
AFFAIRES INTERGOUVERNEMENTALES  
CANADIENNES

  
\_\_\_\_\_  
POUR LE CANADA, REPRÉSENTÉ PAR  
LE MINISTÈRE DES AFFAIRES  
INDIENNES ET DU NORD CANADIEN

  
\_\_\_\_\_  
POUR L'ONTARIO, REPRÉSENTÉ PAR  
LE SOLICITEUR GÉNÉRAL

ET PAR

  
\_\_\_\_\_  
LE MINISTRE RESPONSABLE DES  
AFFAIRES AUTOCHTONES

ANNEXE A

## ACCORD SUR LES SERVICES DE POLICE D'AKWESASNE

## DÉPENSES ESTIMATIVES (15 SPÉCIAUX CONSTABLES)

POUR L'ANNÉE FINANCIÈRE COMMENÇANT LE 1ER AVRIL 1990

AU 31 MARS 1991

|  | GVT D'<br>ONTARIO | GVT DU<br>QUÉBEC | GVT<br>FÉDÉRAL | TOTAL<br>ESTIMATIF | MONTANT<br>VERSÉ À<br>AKWESASNE |
|--|-------------------|------------------|----------------|--------------------|---------------------------------|
| SAIRES & BÉNÉFICES                       | 103,801           | 207,602          | 446,597        | 758,000            | 758,000                         |
| DÉPENSES DIRECTES<br>D'OPÉRATION         | 33,600            | 67,200           | 109,200        | 210,000*           | 26,000                          |
|  | 137,401           | 274,802          | 555,797        | 968,000            |                                 |
| ALLOCATION DE CRÉDITS<br>EXTRAORDINAIRES | —                 | —                | 32,203         | 32,203**           | 32,203                          |
|  | 137,401           | 274,802          | 588,000        | 1,000,203          | 816,203                         |

Un montant de \$26,000, en ce qui concerne les frais administratifs et provenant des dépenses directes d'opération, sera versé directement par le Québec et l'Ontario au Conseil Mohawk d'Akwesasne en vue d'être utilisé pour les activités des services de police.

\* Ce montant sera versé directement par le Canada au Conseil Mohawk d'Akwesasne en vue d'être utilisé pour les activités des services de police.

L'indexation des montants indiqués aux paragraphes 3.3, 3.4 et 3.5 est calculé en multipliant les montants par le ratio  $\frac{A}{B}$

où A représente l'indice des prix à la consommation pour la période de 12 mois se terminant le 30 septembre précédant l'année,

B l'indice des prix à la consommation pour la période de 12 mois qui précède la période visée en A.

et à cette fin, il est entendu que l'indice des prix à la consommation pour une période de 12 mois est obtenu:

- a) en totalisant l'indice des prix à la consommation de chaque mois de la période, publié par Statistique Canada en application de la Loi sur la statistique, rajusté de la manière prévue par règlement;
- b) en divisant ce total par 12;
- c) en arrêtant le quotient ainsi obtenu à la troisième décimale, les résultats ayant au moins cinq en quatrième décimale étant arrondis à la troisième décimale supérieure.



ENTENTE SUR LES SERVICES DE POLICE D'AKWESASNE  
DÉPENSES ESTIMATIVES DÉTAILLÉES (15 CONSTABLES SPÉCIAUX)  
CONCERNANT LE SALAIRE, LES BÉNÉFICES ET LES D.D.D.  
POUR L'ANNÉE COMMENCANT LE 1<sup>er</sup> AVRIL 1990  
AU 31 MARS 1991

SALAIRE ET BÉNÉFICES

|  |         |         |
|--|---------|---------|
| Salaire  | 600,000 |         |
| Bénéfices  | 88,000  |         |
| Temps supplémentaire, vacances<br>statutaires et prime de relève | 70,000  |         |
|  | <hr/>   | 758,000 |

DÉPENSES DIRECTES D'OPÉRATION (D.D.D.)

|   |          |               |
|---|----------|---------------|
| Formation                               | \$17,000 |               |
| Agent de liaison et<br>moniteur (Coach) | 22,000   |               |
| Administratif (Unité GQG)               | 50,000   |               |
| Transport et communications             | 13,000   |               |
| Service & loyers                        | 40,000   |               |
| Approvisionnement et équipement         | 68,000   |               |
|   | <hr/>    | 210,000       |
| TOTAL ESTIMATIF                         |          | <hr/> 968,000 |

CHARTRE DE LA COMMISSION DE POLICE D'AKWESASNE

CONSTITUTION :

La Commission de police d'Akwesasne est formée de sept membres de la communauté dont deux représentants de chaque district de Cornwall Island, de St-Régis et de Snye. Elle comprend aussi un représentant de la partie américaine du territoire d'Akwesasne et un chef du conseil mohawk d'Akwesasne. Ce dernier assume la présidence et n'a pas droit de vote.

La Commission de police comprend également deux comités de travail, à savoir: un comité de discipline et un comité de sélection. Ces deux comités se composent chacun de trois membres de la Commission.

SÉLECTION DES MEMBRES :

- Le conseil mohawk d'Akwesasne choisit et nomme les membres de la Commission sans recours à un processus de sélection établi.
- Les candidats sont sélectionnés en fonction de leur enquête de caractère, de leur crédibilité et de leur réputation au sein de la communauté d'Akwesasne.
- Les membres doivent posséder un niveau de scolarité requis et s'intéresser aux questions policières.
- Les individus qui possèdent un casier judiciaire parce qu'ils ont commis des actes criminels ne sont pas admissibles à devenir membre.

DURÉE DU MANDAT :

- Les membres de la Commission sont nommés pour un mandat de trois ans.
- Le mandat des membres est renouvelable.

DESTITUTION :

Est passible de renvoi de la Commission de police, un membre :

- a) qui est coupable d'avoir commis un acte criminel au Canada ou une infraction majeure aux États-Unis pendant la durée de son mandat;

- b) que l'on soupçonne, pour des motifs raisonnables, d'être impliqué dans des activités illicites à l'intérieur ou à l'extérieur du territoire d'Akwesasne;
- c) qui manque au serment de confidentialité;
- d) qui s'absente de trois réunions générales consécutives sans motif valable.

Le conseil doit combler le poste vacant dans les trente (30) jours suivant la date du renvoi.

#### RÉUNIONS :

- La Commission de police doit siéger au moins une fois par mois ou au besoin, s'il y a lieu.
- On prend le procès-verbal de toutes les réunions.
- Les séances ont lieu à huis clos, à moins que la Commission en indique autrement.

#### QUORUM :

Cinq membres de la Commission constituent le quorum.

#### RÔLE DE LA COMMISSION:

La Commission de police d'Akwesasne a pour fonction :

- a) sous réserve de l'Entente entrant en vigueur le 1er avril 1990 entre le gouvernement d'Akwesasne, le gouvernement du Canada, le gouvernement du Québec et le gouvernement de l'Ontario, de veiller à l'administration générale et à la bonne marche de la police mohawk d'Akwesasne;
- b) d'établir les priorités de la force de police conformément aux préoccupations et aux besoins de la communauté;
- c) d'élaborer et d'offrir au public des programmes d'éducation et d'information sur les services de police communautaires;
- d) de déterminer les critères et les procédures de sélection des constables spéciaux de la police mohawk d'Akwesasne;
- e) d'établir une filière de rapports régissant la police mohawk d'Akwesasne;
- f) de recommander la formation spécialisée dont ont besoin les constables stagiaires ou en poste et les personnes nommées chef de police ou superviseur;
- g) d'enclencher des enquêtes sur les allégations de mauvaise conduite à l'endroit des constables spéciaux et d'infliger

des mesures disciplinaires aux constables spéciaux qui dérogent au code de déontologie;

- h) d'établir et d'amorcer les procédures de règlement des griefs applicables aux constables spéciaux qui soutiennent avoir été traités injustement par un superviseur ou par le chef de police;
- i) d'élaborer des lignes directrices et de conclure des ententes régissant la participation de la Sûreté du Québec et de la Police provinciale de l'Ontario, et de tout autre organisme d'application de la loi en ce qui concerne les activités policières d'ordre opérationnel sur le territoire d'Akwesasne;
- j) de solliciter de l'aide et des conseils auprès du conseil consultatif, lequel est formé du chef du conseil mohawk d'Akwesasne, responsable des questions judiciaires ainsi que de représentants de la Sûreté du Québec et la Police provinciale de l'Ontario;
- k) d'élaborer un régime administratif régissant entre autres la durée des mandats, les salaires et les avantages sociaux de la police mohawk d'Akwesasne.

#### PRISE DE DÉCISIONS :

La Commission de police adopte ses décisions par simple vote majoritaire des membres.

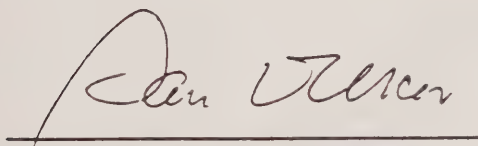
Les décisions de la Commission de police sont sans appel, sous réserve des procédures disciplinaires énoncées dans le code de déontologie.

La présente a pour but de mettre en garde les parties signataires de l'Entente sur les services de police d'Akwesasne (Entente) du fait que si le conseil Mohawk d'Akwesasne (conseil) utilise l'échelle salariale de la police provinciale de l'Ontario pour payer les constables spéciaux et le chef de la police Mohawk d'Akwesasne d'après le budget actuel et les budgets qui couvrent la présente Entente, le conseil risque après un certain temps de manquer de fonds.

Le ministère de la Sécurité Publique du Québec et la Sûreté du Québec tiennent à souligner qu'ils n'investiront aucune somme additionnelle pour combler ce déficit. Le budget est et sera calculé d'après l'échelle salariale des constables spéciaux faisant partie du programme de polices autochtones de la Sûreté du Québec lequel est ajusté selon les augmentations accordées aux constables spéciaux à l'emploi du gouvernement du Québec.

De plus, nous aimerions mentionner que dans le calcul des salaires et bénéfices marginaux payés par le Québec est imputé un montant de 12 000\$ par année qui sert à couvrir une partie du coût des salaires et bénéfices marginaux des deux répartiteurs radios. Ce montant de 12 000\$ par année aura une récurrence maximum de 24 mois; après cette période, un système de téléphonie adéquat sera installé.

Fait à Sainte-Foy ce 15 jour de juin 1990.



Pour le Ministère de la  
Sécurité Publique, Québec





## SECTION 2



July 12, 1991

BETSIAMITES POLICING AGREEMENT

BETWEEN

THE BETSIAMITES BAND COUNCIL  
(hereinafter called the "Council")

OF THE FIRST PART

AND

THE GOVERNMENT OF CANADA  
as represented by the Minister of Indian Affairs  
and Northern Development  
(hereinafter called "Canada")

OF THE SECOND PART

AND

THE GOVERNMENT OF QUEBEC  
as represented by the Ministre de la Sécurité publique,  
the Ministre délégué aux Affaires autochtones  
and the Ministre délégué aux  
Affaires intergouvernementales canadiennes  
(hereinafter called "Quebec")

OF THE THIRD PART

WHEREAS the Department of Indian Affairs and Northern Development of Canada, the Ministère de la Sécurité publique du Québec and the Betsiamites Band Council agree on the need to organize and maintain policing services in the Montagnais community of Betsiamites within a legal and administrative framework that preserves the jurisdiction and responsibility of the Department of Indian Affairs and Northern Development with regard to natives and the lands set aside for them, and preserves the jurisdiction and responsibility of the Ministère de la Sécurité publique with regard to maintaining order and ensuring public security on the territory of Quebec;

AND WHEREAS there is good reason for the Montagnais community of Betsiamites to have greater local autonomy with regard to policing services;

AND WHEREAS it is advisable, to achieve this end, that an agreement be signed by the Government of Canada, the Government of Quebec and the Betsiamites Band Council;

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - PREAMBLE AND SCHEDULES

The preamble and schedules form an integral part of this Agreement.

## ARTICLE 2 - DEFINITIONS

In this Agreement, unless the context requires otherwise:

- 2.01 Policing means all the policing services provided by the constables of the Montagnais community of Betsiamites in the territory defined as:
- between the Bersimis River and the Rosier River along the St. Lawrence, bordered on the west by the River and Lake Nipi, to the north by the undivided lands, on the east by the Rosier River and the south by the St. Lawrence River and the Bersimis River. All that appears on the plan of survey prepared by J.C. Desmeules, 25 May 1887 and deposited in the Survey Archives of the Ministry of Energy and Resources in the Province of Québec.
- 2.02 Native police officer means a person appointed and sworn as a special constable under sections 80 and 83 of the Police Act (RSC, P-13), including the Chief Constable and the supernumerary or supernumeraries of the police force.
- 2.03 Management level refers to the supervisory arrangements for the police force in Stages 1, 2 or 3.
- 2.04 Stage 1, or the consolidation stage, refers to a period of fixed duration when the police force is managed mainly by the Ministère de la Sécurité publique, during which time certain corrective measures are implemented.
- As far as operations are concerned, local authorities and the Sûreté du Québec work together.
- 2.05 Stage 2, or the joint management stage, refers to a period during which the Council participates in the management of the police force. Funds are paid to the Council, which must keep within the allocations for the budget categories established by the Ministère de la Sécurité publique and adopt a financial management plan.
- As far as operations are concerned, the Sûreté du Québec plays an advisory role.
- 2.06 Stage 3, or the autonomous stage, refers to the final stage in which the police force is managed entirely by local authorities, who have full responsibility for it. Council officials determine spending priorities within a budget approved by the Ministère de la Sécurité publique, according to needs and the availability of funds, under a tripartite agreement. The local authorities may make adjustments within the approved budget.
- As far as operations are concerned, the Sûreté du Québec provides management and operational support as requested.

## ARTICLE 3 - PURPOSE

The purpose of this Agreement is to organize and maintain policing in the Montagnais community of Betsiamites.



#### ARTICLE 4 - LEGAL AND CONSTITUTIONAL GUARANTEES

Nothing in this Agreement shall be construed so as to affect, prejudice or derogate from aboriginal, treaty, constitutional or any other rights, privileges or freedoms which have accrued to or may accrue to any of the parties concerned.

#### ARTICLE 5 - MANDATE OF POLICE FORCE

- 5.01 The mandate of the police force is to keep the peace, maintain order and ensure public security on the territory of Betsiamites, in conformance with the Council's by-laws and the laws of Quebec and Canada.
- 5.02 The Sûreté du Québec retains all of its powers and responsibilities under the Police Act.

#### ARTICLE 6 - PUBLIC SECURITY COMMITTEE

- 6.01 The parties recognize the existence of a public security committee formed by the Council.
- 6.02 The chief role of the public security committee is to establish the community's aims and priorities for the police force, and to oversee the quality of policing on the territory of Betsiamites.
- 6.03 The Sûreté du Québec, through its liaison officer, shall participate in the work of the public security committee on request, in order to provide it with the information it requires.

#### ARTICLE 7 - MANAGEMENT LEVEL

- 7.01 By agreement of the parties, the management level of the Council's police force has been set at the joint management stage (Stage 2).
- 7.02 Between October 1, 1992, and March 31, 1993, the parties shall conduct an assessment to determine whether the police force may move to the stage of autonomous management (Stage 3). This may take place only if the following conditions are met to the satisfaction of the parties:
  - a) The Council has respected the financial management plan for the police force.
  - b) The Council has respected its obligations under this Agreement.
  - c) The native police officers have followed the policy and procedures adopted by the Council in the first year of the Agreement to guide its policing and management activities.
  - d) The chief native constable obtains a favourable recommendation from the police staff evaluation centre.
  - e) Three-quarters of the staff shall be evaluated, regardless of any changes concerning the police personnel.
  - f) The Council agrees to follow the training program set out for each police officer in Schedule "A".

ARTICLE 8 - STAFF

- 8.01 The Council's police force shall consist of seven native officers, including the chief constable.
- 8.02 Native police officers and supernumeraries shall be selected in the following manner:
- a) Council officials shall draw up a list of candidates selected in accordance with its hiring policy. This list shall be submitted to Quebec in the form of resolution asking Quebec to do character investigations of the candidates.
  - b) The character investigations shall be carried out by the Sûreté du Québec and the results forwarded to the Council.
  - c) If, after the character investigations, the number of candidates exceeds the number of police officers indicated in paragraph 8.01, the Council shall make the final selection.
- 8.03 Native police officers shall be appointed and sworn as set out in sections 80 and 83 of the Police Act (RSQ, ch P-13), with the following conditions:
- 1) The Council shall draft a resolution requesting that the Ministre de la Sécurité publique recommend the appointment and swearing of the individuals listed in the resolution as native constables, for a period to be determined.
  - 2) Native police officers appointed in this manner shall exercise their authority on the territory of Betsiamites. However, they shall maintain their status of native police officers throughout the territory of Quebec in the following instances:
    - a) for transportation of an inmate accused of an offence committed on the territory of Betsiamites;
    - b) for execution of a valid warrant of arrest duly signed by a justice of the peace;
    - c) while actively pursuing offenders, if the pursuit was begun on the territory of Betsiamites;
    - d) during an investigation conducted outside the boundaries of the territory of Betsiamites, in relation to an offence committed on this territory, provided:
      - i) that in such cases the Council follows duly established procedures, and the native police officers are aware of these procedures and respect them;
      - ii) that if problems arise, a request for assistance is sent to the police force of the municipality in question;
      - iii) that the police force of the municipality in question is advised of, and agrees to, any action undertaken by the Betsiamites police force.

iv) that all investigations outside the territory of Betsiamites be duly recorded in a special register; and

v) that investigations outside the territory of Betsiamites be conducted jointly with the Sûreté du Québec or the local police force, if necessary.

- 3) The native police officers of Betsiamites shall exercise their duties as employees of the Council.

#### ARTICLE 9 - SUPPLIES AND EQUIPMENT

- 9.01 The supplies and equipment required for policing operations shall be purchased from the allocated funds shown in Schedule "B". They may be obtained through the procurement system of the Sûreté du Québec or purchased locally by the Council.
- 9.02 The Sûreté du Québec shall give the Council details of any purchases of supplies and equipment made through its procurement system.

#### ARTICLE 10 - FINANCE AND ADMINISTRATION

- 10.01 As shown in Schedule "B", the budget for the police force in each fiscal year is as follows:
- |            |              |
|------------|--------------|
| 1991-1992: | \$402,200.00 |
| 1992-1993: | \$419,832.00 |
| 1993-1994: | \$419,832.00 |
- 10.02 The budgets contained in this Agreement shall not cover additional costs caused by an unforeseeable and exceptional event constituting a force majeure. The parties agree to discuss any force majeure having an impact on policing costs.
- 10.03 The amounts in paragraph 10.01 shall be indexed annually for inflation, starting April 1, 1992, according to the Consumer Price Index for the month of September of the preceding year, as calculated by Statistics Canada.
- 10.04 The total costs set out in paragraph 10.01 shall be shared by Canada and Quebec in the following manner:
- 1) Fifty-two per cent (52%) shall be paid by Canada and forty-eight per cent (48%) shall be paid by Quebec.
  - 2) Canada's contribution shall be paid directly to Quebec, and Quebec shall assume full responsibility for managing the sums paid to it.
  - 3) The amounts shown in Schedule "B" payable by Canada shall be provided in four instalments, in conformance with federal guidelines on cash flow management.
  - 4) Quebec shall make three instalment payments to the Council, in accordance with the latter's requirements.

- 5) The payment of contributions by Canada for policing services pursuant to this Agreement is subject to approval of the necessary appropriations by Parliament.
  - 6) The payment of contributions by Quebec for policing services pursuant to this Agreement is subject to approval by the Conseil du trésor.
- 10.05 The total costs indicated in paragraph 10.01 are divided into three main categories: 1) SALARIES AND BENEFITS, 2) OPERATIONS and 3) CAPITAL. If the Council wishes to transfer funds between categories, it shall do so in consultation with the Sûreté du Québec.
- 10.06 The Council shall:
- 1) submit a monthly cumulative report of expenditures to Canada and Quebec;
  - 2) submit to Quebec a budget status report (analysis and variances);
  - 3) allow Quebec access to the accounting records, vouchers, documents authorizing expenditures, and any other source documents related to operating the police force;
  - 4) provide a certified true copy of the voucher corresponding to any expenditure, if so requested by Quebec;
  - 5) forward to Quebec, in the four months following the end of the fiscal year, a financial report audited by a public accountant, comprising a balance sheet, a statement of revenue and expenditure, and a detailed accounting of expenditures in the budget categories set out in Schedule "B", on or before September 30 of each year.
- 10.07 The Council may authorize Quebec to pay certain expenses related to the functioning of the police force, and consequently these shall be deducted from the budget. Quebec shall inform the Council on a quarterly basis of the total amount it intends to deduct from the contribution instalments.
- 10.08 Authorization from the Sûreté du Québec is required for all purchases exceeding \$1,000.00 which the Council plans to make for the police force, according to the procedures established by the joint managers.
- 10.09 In the event that the actual costs of operating the police force are less than the total contributions paid by Quebec and Canada, the surplus amount shall be repaid to Quebec, which in turn shall repay to Canada its budget share.
- 10.10 The Council agrees to take out blanket insurance covering fire, theft and employer-employee liability for any injury suffered by a third-party as a result of the actions of the officers of the police force.

#### SECTION 11 - MISCELLANEOUS PROVISIONS

- 11.01 Quebec, through the Sûreté du Québec, shall:

- 1) provide such expertise and technical support as may be required to administer the allocated funds;
  - 2) provide such expertise as may be required to prepare, draft, present and apply charts of accounts;
  - 3) make available to the Council the policies and guidelines concerning policing and management activities;
  - 4) provide operational support to the police force through:
    - a) regular visits by a liaison officer, whose duties are described in Schedule "C";
    - b) operational training, given on-the-job or elsewhere;
    - c) assistance from various operational support units such as the bureau which investigates major crimes, from forensic identification technicians, and from experts in various fields (drugs, alcohol, morality, emergency measures, road safety, community relations, crime prevention, and so on);
    - d) assistance from various administrative support units (property management, telecommunications, financial administration, quartermaster, transport, and so on);
    - e) assistance to the chief native constable in planning, organizing and controlling the policing operations of the police force;
    - f) assistance to the chief native constable in preparing and implementing prevention programs in the community;
    - g) strategic and tactical planning sessions bringing together the police force and the Sûreté du Québec;
    - h) assistance to the Council in evaluating its police officers;
    - i) any other means agreed upon by the Council and the Sûreté du Québec.
- 11.02 The costs associated with delivering the services listed in paragraph 11.01 shall be included in the administrative costs shown in Schedule "B".
- 11.03 The parties acknowledge the existence of real problems regarding the building used as a police station. They agree to study these problems and their solutions within a reasonable time and with all due consideration to government programs.

## SECTION 12 - TERMINATION OF AGREEMENT

- 12.01 The parties agree that, in the event of a breach, disagreement or other situation preventing the application of one or all of the clauses of this Agreement, they will form a committee to resolve the



dispute. This committee shall be made up of one representative of each party.

- 12.02 If this committee is unable to resolve the dispute within fifteen days of the date on which written notice of the dispute is duly given to the parties, any of the parties may terminate the Agreement by giving the other parties notice of its intention, effective ninety days from the date of the notice of termination.
- 12.03 Should this Agreement be terminated, any contributions made by Canada but not used by Quebec shall be repaid to Canada.

#### ARTICLE 13 - TERM OF AGREEMENT

- 13.01 This Agreement takes effect on April 1, 1991, and expires on March 31, 1994.
- 13.02 This Agreement is not automatically renewed.

IN WITNESS WHEREOF THE UNDERSIGNED, DULY AUTHORIZED FOR SUCH PURPOSE, HAVE SIGNED THIS AGREEMENT.  
DONE AT QUEBEC CITY, this \_\_\_\_\_.

\_\_\_\_\_  
CHIEF OF THE BETSIAMITES  
duly authorized by the Council  
resolution attached hereto

\_\_\_\_\_  
ON BEHALF OF QUEBEC,  
LE MINISTRE DE LA SÉCURITÉ  
PUBLIQUE

AND BY

\_\_\_\_\_  
LE MINISTRE DÉLÉGUÉ AUX  
AFFAIRES AUTOCHTONES

AND BY

\_\_\_\_\_  
LE MINISTRE DÉLÉGUÉ AUX  
AFFAIRES INTERGOUVERNEMENTALES  
CANADIENNES

\_\_\_\_\_  
ON BEHALF OF CANADA,  
THE MINISTER OF INDIAN AFFAIRS  
AND NORTHERN DEVELOPMENT

SCHEDULE A  
TRAINING PROGRAM FOR  
BETSIAMITES NATIVE POLICE OFFICERS

This following training program shall be provided, subject to the availability of courses at the Quebec Police Institute.

1991-1992

Knowledge update for  
patrollers  
Chief constable (3 weeks)

Knowledge update for  
2 constables (3 weeks)

Knowledge update for  
2 constables (3 weeks)

Management, Level 1  
Chief constable (2 weeks)

Investigations  
Chief constable (2 weeks)

Investigations  
1 constable (2 weeks)

Managing investigations  
Chief constable (2 weeks)

SCHEDULE 8  
POLICE FORCE BUDGET

|  | 1991-92           | 1991-92           | 1992-93           | 1992-94           |
|--|-------------------|-------------------|-------------------|-------------------|
|  | (Aug 1/92)        |                   |                   |                   |
| DIRECT EXPENSES                                    |                   |                   |                   |                   |
| <u>Salaries and benefits</u>                       |                   |                   |                   |                   |
| Salaries   | 249 236.00        | 164 496.00        | 249 236.00        | 249 236.00        |
| Chief constable's premium                          | 3 344.00          | 2 207.00          | 3 344.00          | 3 344.00          |
| Premiums, supernumeraries, overtime                | 10 000.00         | 6 600.00          | 10 000.00         | 10 000.00         |
| Secretary  | 22 685.00         | 14 972.00         | 22 685.00         | 22 685.00         |
| Unemployment insurance                             | 5 505.00          | 3 633.00          | 5 505.00          | 5 505.00          |
| CSST (Quebec occupational health and safety board) | <u>2 753.00</u>   | <u>1 817.00</u>   | <u>2 753.00</u>   | <u>2 753.00</u>   |
| SUBTOTAL, SALARIES                                 | 293 523.00        | 193 725.00        | 293 523.00        | 293 523.00        |
| <u>Other operating expenses</u>                    |                   |                   |                   |                   |
| TRANSPORTATION, COMMUNICATIONS AND TRAINING        | 4 383.00          | 2 893.00          | 4 000.00          | 4 000.00          |
| PROFESSIONAL SERVICES                              |                   |                   |                   |                   |
| Automobile insurance                               | 1 500.00          | 990.00            | 1 500.00          | 1 500.00          |
| Verification and auditing                          | 1 400.00          | 924.00            | 1 400.00          | 1 400.00          |
| Public liability insurance                         | 2 300.00          | 1 518.00          | 2 300.00          | 2 300.00          |
| Registration                                       | 450.00            | 297.00            | 450.00            | 450.00            |
| Caretaker  | 200.00            | 132.00            | 200.00            | 200.00            |
| Bank charges                                       | 100.00            | 66.00             | 100.00            | 100.00            |
| MAINTENANCE AND REPAIRS                            | 2 500.00          | 2 310.00          | 3 500.00          | 3 500.00          |
| RENTALS  |                   |                   |                   |                   |
| Rent   | 20 550.00         | 13 563.00         | 20 550.00         | 20 550.00         |
| Telecommunications                                 | 7 000.00          | 4 620.00          | 7 000.00          | 7 000.00          |
| SUPPLIES AND EQUIPMENT                             |                   |                   |                   |                   |
| Tires and parts                                    | 1 650.00          | 1 089.00          | 1 650.00          | 1 650.00          |
| Clothing   | 5 170.00          | 3 412.00          | 4 048.00          | 4 048.00          |
| Gas and oil  | 12 000.00         | 7 920.00          | 12 000.00         | 12 000.00         |
| Office supplies                                    | <u>4 000.00</u>   | <u>2 640.00</u>   | <u>4 000.00</u>   | <u>4 000.00</u>   |
| TOTAL OPERATING EXPENSES                           | 64 203.00         | 42 374.00         | 62 698.00         | 62 698.00         |
| <u>Capital</u>                                     |                   |                   |                   |                   |
| Vehicles   |                   |                   | <u>20 000.00</u>  | <u>20 000.00</u>  |
| TOTAL CAPITAL                                      |                   |                   | 20 000.00         | 20 000.00         |
| TOTAL DIRECT COSTS                                 | 357 726.00        | 236 099.00        | 376 221.00        | 376 221.00        |
| INDIRECT COSTS                                     |                   |                   |                   |                   |
| Salary and benefits for liaison officer            | 24 800.00         | 16 368.00         | 24 800.00         | 24 800.00         |
| Administrative costs (5.5% of direct expenses)     | 19 675.00         | 12 986.00         | 20 692.00         | 20 692.00         |
| TOTAL BUDGET                                       | <u>402 220.00</u> | <u>265 463.00</u> | <u>421 713.00</u> | <u>421 713.00</u> |
| CANADA (52%)                                       | 209 144.00        | 138 040.00        | 219 291.00        | 219 291.00        |
| QUEBEC (48%)                                       | 193 056.00        | 127 423.00        | 202 422.00        | 202 422.00        |







## SCHEDULE C

### JOB DESCRIPTION LIAISON OFFICER

#### Summary:

Under the authority of the detachment supervisor, the incumbent acts as liaison between the native police force and the Sûreté du Québec, by monitoring the program to institute native policing in the communities assigned to him or her, and by assisting the Chief Constable and the Council in applying the established policies and procedures, in order to ensure implementation of the various provisions of the agreement.

#### Duties:

1. Helps the Chief Constable manage the native police force.
2. Notifies his or her superior of the stage of development of the native police force by submitting a visit report containing appropriate comments to his or her unit head after each visit, in order to monitor the progress of the implementation process.
3. Assists and advises the native police force on both operational and administrative matters, by monitoring its work, by offering advice and suggestions, and by acting as a resource person to provide training to native police officers (in writing reports and investigations, for example), in order to pass on to them the expertise of the Sûreté du Québec.
4. Conducts a follow-up of operational and administrative files by checking them with the help of a native constable or the Chief Constable, and by assisting in the review of files, in order to verify adherence to administrative policies and procedures.
5. Provides the benefit of his or her experience and knowledge to native constables or the chief native constable in assisting with the planning, organization and control of community policing operations, the monitoring of the quantity and quality of work performed, the evaluation of personnel, the planning of annual vacations and the preparation of work schedules, in order to obtain the best possible performance.
6. Checks the completeness of samples drawn from reports prepared by native police officers for submission to the liaison officer, the court or the Attorney General's prosecutor, and informs the chief native constable of any corrections required, in order to ensure the production of complete, high quality reports meeting the established standards.
7. Carries out character investigations as part of the hiring process, by collecting information on the previous history of candidates and their associates, in order to ensure the integrity of the persons selected.
8. Notifies the public security committee of any lapses in the behaviour of the native police officer(s).
9. Establishes and maintains close relations with civil, school and religious authorities, organizations, interest and other groups, medical and social services, by participating in meetings and discussions with a view to maintaining a positive image of the Sûreté du Québec in the communities.
10. Acts as a resource person in the evaluation of the work of the Chief Constable.
11. Helps the Chief Constable prepare monthly statistics for the native police force.

12. Informs the native communities division of the Sûreté du Québec of the progress made in establishing the native police force, by preparing and submitting a progress report in order to ensure follow-up and make the necessary corrections.
13. Helps the Chief Constable prepare the annual report on the activities of the police force, by identifying the nature of the information to be collected, by carrying out research and by selecting the relevant information, in order to produce the annual report by the established deadline.
14. Performs any related duties assigned by his or her supervisor.

ENTENTE SUR LES SERVICES POLICIERS  
A BETSIAMITES

ENTRE

LE CONSEIL DE BANDE DE BETSIAMITES  
(ci-apres appele le "Conseil")

PARTIE DE PREMIERE PART

ET

LE GOUVERNEMENT DU CANADA  
represente par le ministre des Affaires indiennes  
et du Nord canadien  
(ci-apres appele le "Canada")

PARTIE DE DEUXIEME PART

ET

LE GOUVERNEMENT DU QUEBEC  
represente par le ministre de la Securite publique,  
le ministre delegue aux Affaires autochtones et  
le ministre delegue aux Affaires intergouvernementales canadiennes  
(ci-apres appele le "Quebec")

PARTIE DE TROISIEME PART

ATTENDU que le ministere des Affaires indiennes et du Nord canadien, le ministere de la Securite publique du Quebec et le Conseil de bande de Betsiamites s'entendent pour organiser et maintenir les services policiers dans la communaute montagnaise de Betsiamites, a l'interieur d'un cadre legal et administratif qui conserve au ministere des Affaires indiennes et du Nord canadien sa juridiction et sa responsabilite a l'egard des autochtones et des terres reservees pour eux, au ministere de la Securite publique du Quebec sa juridiction et sa responsabilite en matiere de maintien de l'ordre et de la securite publique sur le territoire quebecois.

ATTENDU qu'il y a lieu d'accroitre l'autonomie locale de la communaute montagnaise de Betsiamites en matiere de services policiers.

ATTENDU qu'il y a lieu, a cet effet, de conclure une entente entre le gouvernement du Canada, le gouvernement du Quebec et le Conseil de bande de Betsiamites.

LES PARTIES CONVIENNENT:

ARTICLE 1 - PREAMBULE ET ANNEXES

Le preambule ainsi que les annexes font partie integrante de l'entente.

## ARTICLE 2 - DEFINITIONS

Dans la presente entente, et a moins que le contexte n'indique un sens different, les mots et expressions qui suivent designent:

- 2.01 Service de police: designe l'ensemble des services policiers dispenses par les constables de la communauté montagnaise de Betsiamites sur le territoire ci-apres designe:

entre la riviere Bersimis et la riviere aux Rosiers le long du Saint-Laurent, borne à l'ouest par la riviere et le lac Nipi, au nord par les terres non divisees, à l'est par la riviere aux Rosiers et au sud par le fleuve Saint-Laurent et la riviere Bersimis. Le tout tel qu'illustre sur un plan d'arpentage produit par J.C. Desmeules le 25 mai 1887 et depose aux archives du Service de l'arpentage du ministere de l'Energie et des Ressources du Quebec.

La description territoriale qui precede ne vaut strictement que pour les fins de la presente entente. Elle est egalement faite sans prejudice aux positions respectives du Canada, du Quebec, du Conseil et de la bande de Montagnais de Betsiamites quant aux limites territoriales reelles de la reserve.

- 2.02 Policier autochtone: designe une personne nommee et assermentee constable special conformement aux articles 80 et 83 de la Loi de police (L.R.Q., chap. P-13) incluant le constable-chef et le(s) surnumeraire(s) du service de police.
- 2.03 Niveau de gestion: designe le niveau d'administration du service de police en terme de phase 1, phase 2 ou phase 3.
- 2.04 Phase 1: designe le niveau de gestion du service de police qui se fait principalement du ministere de la Securite publique pour une periode determinee pendant laquelle certains correctifs seront apportés; cette phase est egalement appelee phase de consolidation.

Sur le plan operationnel, les autorites locales et la Sûreté du Quebec travaillent conjointement.

- 2.05 Phase 2: designe le niveau de gestion du service de police qui se fait conjointement avec le Conseil. Les budgets sont verses à l'administration du Conseil qui doit respecter les categories de depenses fixees par le ministere de la Securite publique et adopter un plan de gestion financiere; cette phase est egalement appelee phase de cogestion.

Sur le plan operationnel, la Sûreté du Quebec joue un rôle conseil.

- 2.06 Phase 1: designe le niveau de gestion du service de police qui se fait entierement par les autorites locales qui en ont la pleine responsabilite. Ce sont les autorites du Conseil qui determinent les priorites de depenses selon un budget qui leur est approuve par le ministere de la Securite publique suite a une demande en fonction des besoins et des disponibilites des credits. Dans le cadre d'une entente tripartite. Les autorites locales peuvent faire des aménagements a l'interieur du budget approuve; cette phase est egalement appelee phase d'autonomie.

Sur le plan operationnel, la Sûreté du Quebec assure un support de gestion et d'operation sur demande.

#### ARTICLE 3 - OBJET

Cette entente a pour objet l'organisation et le maintien des services de police dans la communauté montagnaise de Betsiamites.

#### ARTICLE 4 - GARANTIES JURIDIQUES ET CONSTITUTIONNELLES

Cette entente n'a pas pour effet de modifier ni de porter atteinte de quelque façon aux droits ancestraux, aux droits issus de traites, aux droits constitutionnels ou tout autre droit, privilege ou liberte qui reviennent ou pourraient revenir a l'une ou l'autre des parties concernees.

#### ARTICLE 5 - MANDAT DU SERVICE DE POLICE

- 5.01 La responsabilite premiere du service de police est de maintenir l'ordre, la paix et la securite publique sur le territoire de Betsiamites, conformement aux reglements administratifs du Conseil, aux lois quebecoises et canadiennes.
- 5.02 La Sûreté du Quebec conserve tous les pouvoirs et responsabilites qui lui sont devolus par la loi.

#### ARTICLE 6 - COMITÉ DE SÉCURITÉ PUBLIQUE

- 6.01 Les parties reconnaissent l'existence d'un comite de securite publique forme par le Conseil.
- 6.02 Le comite de securite publique a pour but principal d'etablir les orientations et les priorites communautaires du service de police ainsi que de veiller a la qualite de ce service sur le territoire de Betsiamites.
- 6.03 La Sûreté du Quebec, par l'intermediaire de son agent de liaison, participera sur demande au comite de securite publique afin de lui fournir l'information necessaire a son mandat.

#### ARTICLE 7 - NIVEAU DE GESTION

- 7.01 D'un commun accord entre les parties, le niveau de gestion du service de police du Conseil a ete fixe a la phase de cogestion (phase 2).



7.02

Entre le 1<sup>er</sup> octobre 1992 et le 31 mars 1993, une évaluation sera faite par les parties en vue de déterminer si le niveau de gestion du service de police entrera dans la phase d'autonomie (phase 3). Pour ce faire, les objectifs suivants devront avoir été atteints, à la satisfaction des parties:

- a) le Conseil se sera conforme au plan de gestion financière du service de police;
- b) le Conseil aura respecté les obligations contenues dans la présente entente;
- c) les policiers autochtones auront respecté les procédures et les politiques que le Conseil se sera données, dans la première année de l'entente, comme guide d'activités policières et de gestion;
- d) le policier-chef autochtone sera évalué par le Centre d'appréciation du personnel policier et devra y obtenir une recommandation favorable;
- e) l'évaluation portera sur 75% des effectifs, sans égard à toutes modifications en ce qui concerne le personnel policier;
- f) le Conseil s'engage à respecter le programme de formation prévu pour chacun des policiers, tel que décrit à l'annexe A.

#### ARTICLE 8 - PERSONNEL

8.01 Le service de police du Conseil est composé de sept (7) policiers autochtones incluant le policier-chef.

8.02 La sélection des policiers autochtones et des surnuméraires se fait de la manière suivante:

- a) les autorités du Conseil présentent, sous forme de résolution, au Québec, une liste de candidats sélectionnés conformément à la politique d'embauche du Conseil. Sur cette résolution, le Conseil demande au Québec de procéder à l'enquête de caractère de ceux-ci;
- b) l'enquête de caractère est effectuée par la Sûreté du Québec et les résultats sont transmis au Conseil;
- c) si le nombre de candidats retenus, après l'enquête de caractère, dépasse le nombre de policiers indiqués à 8.01, le Conseil procédera à la sélection finale.

8.03 La nomination et l'assermentation des policiers autochtones de Setsiamites se feront conformément aux articles 80 et 82 de la Loi de police (L.R.Q., chap. P-13) aux conditions suivantes:

- 1) Le Conseil demande, par voie de résolution, au Ministre de la Sécurité publique, de recommander la nomination et l'assermentation des personnes mentionnées dans la résolution, à titre de policier autochtone, pour une durée à être déterminée.

- 2) Les policiers autochtones ainsi nommes pourront exercer leurs pouvoirs sur le territoire de Betsiamites. Cependant, ils conservent leur statut de policiers autochtones pour tout le territoire de la province dans les cas suivants:
- a) lors du transport d'un detenu etant accuse en vertu d'une infraction commise sur le territoire de Betsiamites;
  - b) lors de l'execution d'un mandat d'arrestation valide et dûment signe par un juge de paix;
  - c) lors d'une poursuite active initiee sur le territoire de Betsiamites;
  - d) lors d'une enquête, hors des limites du territoire de Betsiamites, sur un crime commis a l'interieur de ce territoire, et ce, a condition:
    - i) que le Conseil adopte une procedure a ce sujet dûment etablie par une politique et connue des policiers autochtones qui doivent s'y conformer;
    - ii) qu'en cas de difficultes, la procedure prevoit la demande de l'assistance du corps de police de la municipalite en question;
    - iii) que le service de police de la municipalite concernee soit avise et ait donne son accord sur toute action entreprise par le service de police de Betsiamites;
    - iv) que ces enquêtes en dehors des limites du territoire de Betsiamites soient dûment consignees dans un registre tenu specialement a cet effet;
    - v) les enquêtes en dehors des limites du territoire de Betsiamites seront menees conjointement avec la Sûrete du Quebec ou le corps de police local, s'il y a lieu.
- 3) Les policiers autochtones de Betsiamites exerceront leurs fonctions a l'emploi du Conseil.

**ARTICLE 9 - MATERIEL ET EQUIPEMENTS**

- 9.01 Le materiel et les equipements necessaires au bon fonctionnement du service de police seront acquis en fonction des budgets disponibles identifies a l'annexe "B" et peuvent être obtenus aupres du service des approvisionnements de la Sûrete du Quebec ou achetes localement par le Conseil.
- 9.02 Si le materiel ou les equipements sont achetes aupres du service des approvisionnements de la Sûrete du Quebec, les details de ces achats seront fournis au Conseil par la Sûrete du Quebec.

# ARTICLE 10 - FINANCE ET ADMINISTRATION

- 10.01 Le budget du service de police pour chacune des années financières, tel que décrit à l'annexe "B", est de:
- |            |  |
|------------|--|
| 1991-1992: | 402 200,00 \$ (1 <sup>er</sup> août 1991 : 265 463,00\$) |
| 1992-1993: | 421 713,00 \$  |
| 1993-1994: | 421 713,00 \$  |
- 10.02 Le budget prévu dans cette entente ne couvre pas les coûts supplémentaires occasionnés par un événement imprévisible et inhabituel constituant un cas de force majeure. Si cette force majeure devait affecter le budget des services policiers, les parties s'entendent pour en discuter.
- 10.03 Le budget indiqué à l'article 10.01 sera indexé annuellement, à compter du 1<sup>er</sup> avril 1992, selon l'indice d'augmentation des prix à la consommation du mois de septembre de l'année précédente tel qu'établi par Statistiques Canada.
- 10.04 Le Canada et le Québec partageront les coûts du budget indiqué à 10.01 selon les modalités suivantes:
- 1) Cinquante-deux pour cent (52%) payé par le Canada et quarante-huit pour cent (48%) payé par le Québec;
  - 2) le Canada versera sa contribution directement au Québec qui assumera la totalité de la gestion des argents versés;
  - 3) les montants payés par le Canada et tel qu'indiqué à l'annexe B se feront en quatre versements en conformité avec la Politique fédérale de la gestion de la Trésorerie;
  - 4) le Québec effectuera trois versements au Conseil selon les besoins indiqués par ce dernier;
  - 5) pour les fins de cette entente, les paiements de fonds faits par le Canada pour les services de police sont sujets à l'approbation des crédits nécessaires par le Parlement;
  - 6) pour les fins de cette entente, les paiements de fonds faits par le Québec pour les services de police sont sujets à l'approbation par le Conseil du trésor.
- 10.05 Le budget indiqué à l'article 10.01 est divisé en trois (3) grandes catégories: 1) SALAIRES ET BÉNÉFICES MARGINAUX, 2) OPÉRATIONS et 3) CAPITAL. Lorsque le Conseil desire transférer un montant d'argent d'une catégorie à une autre, il devra le faire en consultation avec la Sûreté du Québec.
- 10.06 Le Conseil doit:
- 1) fournir au Canada et au Québec un rapport mensuel et cumulatif des dépenses;
  - 2) présenter au Québec un rapport d'évolution du budget (analyse et écarts);

- 3) permettre au Quebec l'accès aux registres comptables, pieces justificatives, écrits approuvant les dépenses et tout autre acte ou document relie au maintien du service de police;
  - 4) fournir sur demande du Quebec une copie certifiée conforme par les autorités du conseil de toute piece justificative d'une dépense;
  - 5) transmettre au Quebec, dans les quatre (4) mois qui suivent l'année financière, un rapport financier vérifié par un expert-comptable, comprenant un bilan, un état des revenus et des dépenses, de même qu'un état détaillé de l'utilisation des sommes allouées dans le budget indique à l'annexe B, au plus tard le 30 septembre de chaque année.
- 10.07 Le Conseil peut autoriser le Quebec a payer certaines dépenses pour le fonctionnement du service de police qui seront conséquemment déduites du budget. Le Quebec informera trimestriellement le Conseil du montant des dépenses qu'il entend déduire des versements.
- 10.08 Tout achat projete par le Conseil au benefice du service de police et qui excède 1 000,00 \$ doit faire l'objet d'une autorisation de la Sûreté du Quebec selon les modalités determinées par les cogestionnaires.
- 10.09 Advenant le cas où les coûts réels d'operation du service de police sont inférieurs au total des contributions versees par le Quebec et le Canada, l'excédent de ces sommes sera retourné au Quebec qui versera au Canada sa quote-part de budget.
- 10.10 Le Conseil s'engage a souscrire a une assurance generale feu-vol, incluant une assurance responsabilité employeur-employé, a l'égard des préjudices pouvant être causés aux tiers par les constables du service de police.

#### ARTICLE 11 - AUTRES DISPOSITIONS

- 11.01 Le Quebec s'engage, par l'entremise de la Sûreté du Quebec, a:
- 1) fournir l'expertise et le support technique requis pour l'administration des budgets alloués;
  - 2) fournir l'expertise nécessaire a la preparation, l'elaboration, la presentation et l'application des plans comptables;
  - 3) mettre a la disposition du Conseil les politiques et guides d'activités policières et de gestion;
  - 4) fournir le support operationnel requis au bon fonctionnement du service de police:
    - a) par la visite regulière d'un agent de liaison dont les fonctions sont decrites a l'annexe "C";
    - b) par la formation operationnelle sur place ou a un autre endroit;

- c) par l'assistance de diverses unités de support opérationnel telles le bureau d'enquête sur les crimes majeurs, les spécialistes en drogue, alcool et moralité, les techniciens en identité judiciaire et d'autres spécialistes dans le domaine des mesures d'urgence, sécurité routière, relations communautaires, prévention du crime, etc.;
  - d) par l'assistance de diverses unités de support administratif telles que la gestion des immeubles, les télécommunications, l'administration financière, de quartier-maître, de transports, etc.;
  - e) par l'assistance au policier-chef autochtone dans la planification, l'organisation et le contrôle des opérations policières de son service de police;
  - f) par l'assistance au policier-chef autochtone dans la préparation et l'application des programmes de prévention dans la communauté;
  - g) par des sessions de planification stratégique et tactique entre le service de police et la Sûreté du Québec;
  - h) par l'assistance au Conseil de l'évaluation du personnel du service de police;
  - i) par toute autre tâche convenue entre le Conseil et la Sûreté du Québec.
- 11.02 Les coûts relatifs à la prestation des services énumérés à l'article 11.01 seront couverts par les frais d'administration indiqués à l'annexe B.
- 11.03 Les parties reconnaissent qu'il existe des problèmes concrets concernant l'immeuble utilisé comme poste de police. Elles s'engagent à étudier les problèmes et les solutions, dans un délai raisonnable, et ce, en tenant compte des programmes gouvernementaux.

#### ARTICLE 12 - RESILIATION DE L'ENTENTE

- 12.01 Si un manquement, mesentente ou autre situation empêche l'application de l'une ou de l'ensemble des clauses de cette entente, les parties conviennent de former un comité en vue de solutionner celui-ci. Ce comité doit être formé d'un représentant de chacune des parties.
- 12.02 Si le comité n'arrive pas à régler le litige dans les trente (30) jours de sa dénonciation écrite et dûment signifiée aux parties, un préavis de quatre-vingt-dix (90) jours pourra être transmis par l'une des parties informant ses partenaires de la résiliation de l'entente.
- 12.03 Advenant la résiliation de l'entente, les fonds non utilisés par le Québec et versés par le Canada doivent être retournés au Canada.




ARTICLE 11 - PERIODE DE L'ENTENTE

- 11.01 Cette entente prend effet a compter du 1<sup>er</sup> août 1991 et se termine le 31 mars 1994.
- 11.02 Il n'y a pas de tacite reconduction de la presente entente.

EN FOI DE QUOI LES PARTIES DUMENT AUTORISEES A CET EFFET ONT SIGNE:

FAIT A QUEBEC, le 27 janvier 1992

  
\_\_\_\_\_  
CHEF DE BETSIAMITES  
dument autorise par la resolution  
du Conseil ci-annexee


  
\_\_\_\_\_  
LE MINISTRE DE LA SECURITE  
PUBLIQUE, POUR LE QUEBEC

et par:

  
\_\_\_\_\_  
LE MINISTRE DELEGUE AUX  
AFFAIRES AUTOCHTONES

et par:

  
\_\_\_\_\_  
LE MINISTRE DELEGUE AUX  
AFFAIRES INTERGOUVERNEMENTALES  
CANADIENNES

  
\_\_\_\_\_  
LE MINISTRE DES AFFAIRES  
INDIENNES ET DU NORD CANADIEN,  
POUR LE CANADA

ANNEXE "A"

PROGRAMME DE FORMATION DES POLICIERS  
AUTOCHTONES DE BETSIAMITES

Dans la mesure où l'Institut de Police du Québec pourra rendre disponibles les cours offerts, le présent programme de formation sera respecté:

1991-1992

Mise à jour des connaissances du patrouilleur  
constable-chef (3 semaines)

Mise à jour des connaissances du patrouilleur  
2 constables (3 semaines)

Mise à jour des connaissances du patrouilleur  
2 constables (3 semaines)

Gestion niveau 1 constable-chef (2 semaines)

Enquête  
constable-chef (2 semaines)

Enquête  
1 constable (2 semaines)

Gestion d'enquête  
constable-chef (2 semaines)

## BUDGET DU SERVICE DE POLICE

|  | 1991-92               | 1991-92<br>91-08-01   | 1992-93               | 1993-94               |
|--|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>FRAIS DIRECTS</b>                               |                       |                       |                       |                       |
| <u><b>Salaires et benefices marginaux</b></u>      |                       |                       |                       |                       |
| Salaires   | 249 236               | 164 496               | 249 236               | 249 236               |
| Prime du constable-chef                            | 3 344                 | 2 207                 | 3 344                 | 3 344                 |
| Primes, surnumeraires,<br>temps supplementaire     | 10 000                | 6 600                 | 10 000                | 10 000                |
| Secretaire   | 22 685                | 14 972                | 22 685                | 22 685                |
| Assurance-chomage                                  | 5 505                 | 3 633                 | 5 505                 | 5 505                 |
| C.S.S.T.   | 2 753                 | 1 817                 | 2 753                 | 2 753                 |
| <b>SOUS-TOTAL DES SALAIRES</b>                     | <b>293 523</b>        | <b>193 725</b>        | <b>293 523</b>        | <b>293 523</b>        |
| <u><b>Autres depenses operationnelles</b></u>      |                       |                       |                       |                       |
| TRANSPORT, COMMUNICATIONS ET<br>FORMATION          | 4 383                 | 2 893                 | 4 000                 | 4 000                 |
| SERVICES PROFESSIONNELS                            |                       |                       |                       |                       |
| Assurance-auto                                     | 1 500                 | 990                   | 1 500                 | 1 500                 |
| Verification et audition                           | 1 400                 | 924                   | 1 400                 | 1 400                 |
| Assurance responsabilite<br>publique               | 2 300                 | 1 518                 | 2 300                 | 2 300                 |
| Immatriculation                                    | 450                   | 297                   | 450                   | 450                   |
| Gardiennage  | 200                   | 132                   | 200                   | 200                   |
| Frais bancaires                                    | 100                   | 66                    | 100                   | 100                   |
| <b>ENTRETIEN ET RÉPARATIONS</b>                    | <b>3 500</b>          | <b>2 310</b>          | <b>3 500</b>          | <b>3 500</b>          |
| LOCATION   |                       |                       |                       |                       |
| Loyer  | 20 550                | 13 563                | 20 550                | 20 550                |
| Telecommunications                                 | 7 000                 | 4 620                 | 7 000                 | 7 000                 |
| EQUIPEMENTS ET APPROVISIONNEMENT                   |                       |                       |                       |                       |
| Pneus et pieces                                    | 1 650                 | 1 089                 | 1 650                 | 1 650                 |
| Habillement  | 5 170                 | 3 412                 | 4 048                 | 4 048                 |
| Essence et huile                                   | 12 000                | 7 920                 | 12 000                | 12 000                |
| Materiel de bureau                                 | 4 000                 | 2 640                 | 4 000                 | 4 000                 |
| <b>TOTAL DES DEPENSES OPERATIONNELLES</b>          | <b>64 203</b>         | <b>42 374</b>         | <b>62 698</b>         | <b>62 698</b>         |
| <u><b>Capital</b></u>                              |                       |                       |                       |                       |
| Vehicules  |                       |                       | 20 000                | 20 000                |
| <b>TOTAL DU CAPITAL</b>                            |                       |                       | <b>20 000</b>         | <b>20 000</b>         |
| <b>TOTAL DES FRAIS DIRECTS</b>                     | <b>357 726</b>        | <b>236 099</b>        | <b>376 221</b>        | <b>376 221</b>        |
| <b>FRAIS INDIRECTS</b>                             |                       |                       |                       |                       |
| Salaire et bene. marginaux<br>agent liaison        | 24 800                | 16 368                | 24 800                | 24 800                |
| Frais d'administration<br>(5.5% des frais directs) | 19 675                | 12 986                | 20 692                | 20 692                |
| <u><b>TOTAL DU BUDGET</b></u>                      | <u><b>402 200</b></u> | <u><b>265 463</b></u> | <u><b>421 713</b></u> | <u><b>421 713</b></u> |
| CANADA (52%):                                      | 209 144               | 138 040               | 219 291               | 219 291               |
| QUÉBEC (48%):                                      | 193 056               | 127 423               | 202 422               | 202 422               |

## ANNEXE "C"

### DESCRIPTION D'EMPLOI AGENT DE LIAISON

#### Sommaire:

Sous l'autorité du Responsable de poste, le titulaire effectue la liaison entre le service de police autochtone et la Sûreté du Québec, en exerçant un suivi du programme d'implantation du dossier de la police autochtone dans les communautés qui lui sont assignées, en assistant le policier autochtone chef et le conseil dans la mise en application des politiques et procédés établis, afin d'assurer l'application des différentes clauses de l'entente.

#### Description des tâches:

1. Assister le policier autochtone chef dans la gestion du service de police autochtone.
2. Informer son supérieur sur l'état de développement du service de police autochtone en soumettant à son responsable d'unité, et ce, après chaque visite, un rapport de visite en y apportant les commentaires appropriés, afin d'exercer un suivi sur l'état d'avancement du processus d'implantation.
3. Assister et conseiller le service de police autochtone, tant dans son travail opérationnel qu'administratif, en effectuant un suivi des travaux, en prodiguant des conseils et des suggestions, en agissant à titre de personne ressource auprès du ou des policiers autochtones en ce qui a trait à leur formation policière (ex.: rapports, enquêtes, etc.), afin de leur transmettre l'expertise acquise par la Sûreté du Québec.
4. Exercer un suivi des dossiers opérationnels et administratifs en les vérifiant avec l'aide du policier autochtone ou du policier autochtone chef et en l'assistant dans l'épuration des dossiers, afin de vérifier si les politiques et les procédés administratifs sont bien suivis.
5. Assister le policier autochtone ou le policier autochtone chef dans la planification, l'organisation et le contrôle des opérations policières de la communauté, le contrôle de la quantité et de la qualité du travail, l'évaluation du personnel, la planification des vacances annuelles, la préparation des horaires de travail, en se référant à son expérience ainsi qu'aux connaissances acquises, afin d'obtenir le meilleur rendement possible.
6. Procéder à l'échantillonnage des rapports soumis par le ou les policiers autochtones avant de les soumettre soit à l'agent de liaison, au la cour ou au Substitut du procureur général, en s'assurant que tous les éléments sont inscrits aux rapports, afin de disposer de rapports complets, de qualité et répondant aux normes édictées, ainsi que d'informer le policier autochtone chef des correctifs à apporter.
7. Exécuter les enquêtes de caractère lors du processus d'embauche en cueillant des renseignements sur les antécédents des candidats et de leur entourage, afin de s'assurer de la probité des personnes sélectionnées.
8. Signaler au comité de sécurité publique les écarts de comportement du ou des policiers autochtones.
9. Établir et maintenir des relations étroites avec les autorités civiles, scolaires et religieuses, les organisations, groupes, corps intermédiaires, médicaux et les services sociaux en participant à des réunions et à des échanges, afin de maintenir une image positive de la Sûreté du Québec dans les communautés.

10. Agir à titre de personne ressource pour l'évaluation du policier autochtone chef.
11. Assister le policier autochtone chef dans la préparation des statistiques mensuelles du service de police autochtone.
12. Informer la Division des communautés autochtones de la Sûreté du Québec de l'avancement de l'implantation du service de police autochtone en préparant et soumettant un état de situation, afin d'assurer un suivi et d'apporter les correctifs nécessaires.
13. Assister le policier autochtone chef dans la préparation du rapport annuel sur les activités du service de police, en identifiant la nature des informations à colliger, en effectuant diverses recherches et en retenant les informations pertinentes, afin de produire le rapport annuel à l'intérieur des délais prévus.
14. Effectuer toute autre tâche connexe que peut lui confier son supérieur.





## **SECTION 3**



ONTARIO FIRST NATIONS

POLICING AGREEMENT

1991 - 1996

GRAND COUNCIL TREATY #3 NATION  
NISHNAWBE-ASKI NATION  
ASSOCIATION OF IROQUOIS AND  
ALLIED INDIANS  
ANISHINABEK NATION  
SIX NATIONS OF THE GRAND RIVER  
CANADA  
ONTARIO

INDIAN COMMISSION OF ONTARIO  
March 30, 1992

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AGREEMENT made this 30th day of March 1992,

|        |   |                     |
|--------|---|---------------------|
| AMONG: | GRAND COUNCIL TREATY #3 NATION  | OF THE FIRST PART   |
|        | - and -   |                     |
|        | NISHNAWBE-ASKI NATION   | OF THE SECOND PART  |
|        | - and -   |                     |
|        | THE ASSOCIATION OF IROQUOIS<br>AND ALLIED INDIANS   | OF THE THIRD PART   |
|        | - and -   |                     |
|        | ANISHINABEK NATION  | OF THE FOURTH PART  |
|        | - and -   |                     |
|        | THE CHIEF AND COUNCIL OF THE<br>SIX NATIONS OF THE GRAND<br>RIVER TRACT   | OF THE FIFTH PART   |
|        | - and -   |                     |
|        | HER MAJESTY THE QUEEN<br>IN RIGHT OF CANADA<br>as represented by the<br>Minister of Indian Affairs<br>and Northern Development<br>and the Solicitor General<br>hereinafter referred to<br>as CANADA | OF THE SIXTH PART   |
|        | - and -   |                     |
|        | HER MAJESTY THE QUEEN IN RIGHT<br>OF THE PROVINCE OF ONTARIO<br>as represented by the<br>Solicitor General<br>hereinafter referred to<br>as ONTARIO   | OF THE SEVENTH PART |

WHEREAS under the Constitution Acts, 1867 and 1982, Canada has legislative responsibility with respect to Indians and lands reserved for the Indians, Ontario has legislative responsibility for the administration of justice in the Province of Ontario and the aboriginal peoples of Canada have their existing aboriginal and treaty rights recognized and affirmed thereby; and,

WHEREAS the Parties hereto wish to cooperate with each other in striving to ensure that effective and efficient police services consistent with First Nations needs and requirements, exist on all First Nations territories in Ontario; and,

WHEREAS the Parties hereto, while recognizing that amongst themselves and when acting together there exists full federal, provincial and First Nations authority, responsibility and jurisdiction to make this Agreement consistent with evolving constitutional arrangements, further recognize that this Agreement does not alter or affect the division of constitutional authority, responsibility, jurisdiction or rights of the Parties hereto or any position that the Parties hereto may adopt in any forum with respect thereto; and,

WHEREAS the Parties hereto are desirous of entering into a multi-year Agreement on First Nations policing arrangements in the Province of Ontario in order to build on the progress made by previous policing Agreements between the Parties hereto and to

provide a secure basis for the creation or continued development, on First Nations territories, of First Nations Police Services controlled, within the meaning of this Agreement, by First Nations police governing authorities or such other police services as are desired by First Nations Governments and are described in this Agreement; and

WHEREAS First Nations Police Services, the O.P.P., the R.C.M.P., municipal and regional police services are professionals working cooperatively and contributing equally to the safety and security of the people of Ontario.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto, in consideration of the mutual covenants hereinafter set out, agree as follows:

Definitions

1. (a) In this Agreement,

(i) "Civilian staff" means persons, not being First Nations Constables, who provide support services to a First Nations Police Service;

(ii) "Commission" means the Ontario First Nations Police Commission referred to in paragraph 22 of this Agreement;

- (iii) "Commissioner" means the Commissioner of the Ontario Provincial Police;
- (iv) "First Nations Constable" means a First Nations Constable under the Police Services Act of Ontario who is appointed pursuant to paragraph 8 of this Agreement;
- (v) "First Nations Government" means the Council of an Indian Band in Ontario (as defined in the Indian Act of Canada);
- (vi) "First Nations Territory" means a reserve (as defined in the Indian Act of Canada);
- (vii) "O.P.P." means the Ontario Provincial Police;
- (viii) "police governing authority" means the body appointed pursuant to paragraph 19 of this Agreement;
- (ix) "quarter" means the period of three calendar months extending from April 1st to June 30th, July 1st to September 30th, October 1st to December 31st, or January 1st to March 31st in any year during the term of this Agreement;



- (x) "R.C.M.P." means the Royal Canadian Mounted Police.
- (b) The definitions of "First Nations Government" and "First Nations Territory" are used for the purposes of this Agreement only and do not necessarily reflect the meaning ascribed to these terms by the aboriginal peoples of Canada.

### Goals

2. The primary goal of First Nations policing arrangements in Ontario is for the First Nations, with the financial support of Canada and Ontario, to provide an effective and efficient policing service which is culturally sensitive and appropriate for First Nations communities. This will include First Nations members in providing policing services and in serving on the police governing authorities responsible for providing such services. An effective policing service will include keeping the peace, providing protection to both persons and property through prevention, community education, and enforcement of federal, provincial and First Nations laws and rendering assistance to the public in both emergency and non-emergency situations.

### Objectives

3. The primary objective of First Nations policing arrangements in Ontario is to provide a level and standard of police

service at least equivalent to that provided in non-aboriginal communities with the equivalent police work-load, population and location. A further objective is to provide 24-hour-per-day police coverage to any First Nations Territory where such coverage would be provided to a non-aboriginal community in Ontario with the equivalent police work-load, population and location.

#### Choice of First Nations policing arrangements

4. (a) A First Nations Government or group of First Nations Governments may, by negotiated agreement with Canada and Ontario, choose the type of First Nations policing arrangements to be implemented on its territory, which may consist of, but not be limited to, one or more of the following examples:
  - (i) a First Nations police service controlled, within the meaning of this Agreement, by a First Nations police governing authority operating on First Nations Territory e.g. the Six Nations Police has already been created,
  - (ii) a First Nations regional police service controlled, within the meaning of this Agreement, by a First Nations police governing authority operating on a group of First Nations Territories e.g. it is

intended that the Nishnawbe-Aski Nation Police , the Anishinabek Nation Police, the Grand Council Treaty #3 Police, and the Association of Iroquois and Allied Indians Police will be created during the term of this Agreement,

(iii) by agreement with the First Nations Police services involved, one First Nations police service supplemented by another First Nations police service,

(iv) by agreement with the municipal or regional police service involved or with the O.P.P., a First Nations police service supplemented by a municipal or regional police service or the O.P.P. in a manner not inconsistent with the Police Services Act of Ontario e.g. it is intended that First Nations should have the option of policing with First Nations Constables supported by a municipal or regional police service or by the O.P.P., or

(v) by agreement with the municipal or regional police service involved or with the O.P.P. to be policed by that municipal or regional police service or by the O.P.P. in a manner not inconsistent with the Police Service Act of Ontario e.g. it is intended

that First Nations should have the option of policing by other than a First Nations police service if they so desire.

- (b) The procedures to be adopted in exercising any of the options set out in sub-paragraph 4(a) are set out in paragraphs 32 and 47 of this Agreement.

#### Police Complement

5. The number of First Nations Constables required to provide effective and efficient First Nations police services in Ontario depends on the type of policing model chosen by First Nations Governments.
6. If all First Nations Governments were to choose a police service model referred to in sub-paragraph 4 (a) (iv), the minimum number of First Nations Constables required would be 213.
7. The police service models referred to in sub-paragraph 4(a)(iv) would require the smallest number of First Nations Constables and, to the extent that First Nations Governments choose the police service models referred in sub-paragraphs 4(a)(i), 4(a)(ii) or 4(a)(iii) and related policing agreements are negotiated, additional First Nations Constables will be required to a maximum of 313 during the term of this Agreement as shown in Schedule "A" attached hereto.

Police recruitment, training, education and promotion

8. First Nations Constables shall be identified by their own communities under procedures approved by the relevant police governing authority or, where no police governing authority has been created, under procedures established by the relevant First Nations Government. The Commissioner may then appoint any person so identified as a First Nations Constable under the Police Services Act of Ontario and shall not withdraw such status without first consulting with the body that identified a First Nations Constable for appointment.
9. First Nations Constables must receive the same basic recruit training, or the equivalent, as every Ontario Provincial Police officer including attendance at the Ontario Police College, the Ontario Provincial Police Academy and through detachments of the O.P.P. in order to be eligible to continue in employment. Basic recruit training in Ontario shall include a module on First Nations policing arrangements to provide relevance to First Nations Constables and to ensure that all police in Ontario have knowledge of First Nations policing arrangements, culture and traditions.
10. In addition to the arrangements made in paragraph 9, police governing authorities may individually or collectively request or provide additional training to ensure that the First Nations police service that is provided is of the type and up

to the standards that are required, having regard to the particular demands of their respective communities and to be funded out of the monies allocated for training in Schedule "A" of this Agreement.

11. First Nations Constables shall be promoted under procedures established by the relevant police governing authority in consultation with the Commission.
12. First Nations Constables must have completed at least four years of secondary education, or the equivalent, by the end of the basic recruit training phase referred to in paragraph 9 to be eligible to continue in employment and retain First Nations Constable status.
13. First Nations Constables shall be eligible for admission to all in-service and advanced police training programmes available in Ontario and Canada subject to meeting the entry criteria for a particular course, a place being available, and having the recommendation of the relevant police governing authority supporting such attendance. The Parties hereto shall, in consultation with the Commission, use their best efforts to ensure that First Nations Constables receive sufficient in-service and advanced training to maximize their professional development.



Civilian support staff

14. Adequate civilian support staff is essential in the provision of effective and efficient police services, and the Parties hereto will ensure that, once the policing model referred to in subparagraph 4(a) has been selected by a First Nations Government or group of First Nations Governments and the appropriate complement of First Nations Constables has been identified, an adequate number of civilian support staff will also be appointed having regard to the police work-load, population, location, other matters relevant to policing and specific to the location in question.

Salaries, Fringe Benefits and Pensions

15. (a) Salaries paid to First Nations Constables and civilian staff under this Agreement shall be in accordance with classes and schedules established by arrangements among Canada, Ontario and representatives of the First Nations Governments and the annual salary adjustment for First Nations Constables and civilian staff shall be not less than the percentage adjustments granted to the O.P.P. and to O.P.P. civilian staff respectively.
- (b) Salaries referred to in sub-paragraph 15(a) for First Nations Constables shall include fringe benefits not less than those received by members of the O.P.P.

(c) Salaries referred to in sub-paragraph 15(a) for civilian staff shall include fringe benefits not less than those received by O.P.P. civilian staff.

16. (a) In the event that it becomes necessary or desirable for any reason to enrol First Nations Constables in a pension plan that is different from the one in which they were first enroled, the Parties hereto will use their best efforts to minimize any detrimental impact relating to portability.

(b) The form of pension plan to cover First Nations policing arrangements will be the subject of discussion by the Parties hereto in connection with future developments respecting the employment of First Nations Constables in regional policing arrangements.

#### Buildings and Accommodation

17. Commensurate with the policing model selected, the complement of First Nations Constables appointed and the provision of adequate civilian support staff, the police governing authority or First Nations Government shall ensure that an appropriate police office and, where necessary, cell accommodation are supplied to enable an effective and efficient policing service to be provided on its First Nations territory in Ontario to a maximum cost in each fiscal year as shown in Schedule 'A' of this Agreement.

Equipment Supply and Standards

18. (a) Unless arrangements are agreed otherwise, equipment used by First Nations Constables in the performance of their duties, including all modes of transportation and communications, uniforms, and where applicable, firearms, together with any other equipment so used, shall be provided by Ontario through the O.P.P. procurement system or, where this can be more economically achieved, by other arrangements with competent suppliers.
- (b) Unless arrangements are agreed otherwise, equipment standards shall be set by the Commission in a manner not inconsistent with the Police Services Act of Ontario and the regulations made thereunder.

Police Governing AuthorityMembership

19. (a) Unless the parties to the arrangements agree otherwise, the membership of a police governing authority shall not exceed six in number. The appointment thereto and the duration thereof shall be at the discretion of a First Nations Government except that, Ontario and Canada may during the transition period, unless arrangements are agreed otherwise, appoint a member or a non-member advisor thereto, in consultation with the First Nations Government concerned, and the majority of First Nations Government appointees shall not be members of the First Nations Government.

- (b) Canada may appoint a member or a non-member advisor to a police governing authority if requested by the First Nations Government concerned.
- (c) It is intended that a Nishnawbe-Aski Nation police governing authority, an Anishinabek Nation police governing authority, a Grand Council Treaty #3 police governing authority and an Association of Iroquois and Allied Indians police governing authority will be created during the term of this Agreement.
- (d) Nothing in this paragraph shall preclude parties negotiating arrangements under subparagraphs 4(a)(i) and 4(a)(ii) of this Agreement from agreeing to other arrangements on the membership of the relevant police governing authority.

#### General duty

- 20. (a) It shall be a duty of the police governing authority to control, within the meaning of this Agreement, the police service provided on First Nations territory. A police governing authority referred to in subparagraphs 4(a)(i) or 4(a)(ii) shall determine the policing objectives for its community and identify the police and civilian support staff complement and the buildings and equipment necessary to police the community in an effective and

culturally sensitive manner. A First Nations Government involved in policing arrangements referred to in subparagraphs 4(a)(iii), 4(a)(iv) or 4(a)(v) shall determine the policing objectives for its community in cooperation with the police service it chooses to police that First Nations Territory.

- (b) There shall be no interference by the police governing authority or First Nations Government, in individual cases, in the investigative or prosecutorial process.
- (c) Subject to an agreement by the parties to the contrary, the police governing authority or First Nations Government shall not direct the police service with respect to specific operational decisions or day-to-day operations.
- (d) Functions recognized by this Agreement as belonging to a police governing authority or First Nations Government are exercisable only by that authority or Government and not by their members acting as individuals.

#### Police Discipline and public complaints

- 21. (a) The police governing authority referred to in subparagraph 4(a)(i) or 4(a)(ii) shall forthwith develop procedures for dealing with complaints against, and

discipline of, First Nations Constables and consult with the Commissioner thereon prior to making any final decision. Unless the parties to the arrangements agree otherwise, such procedures for discipline and complaints shall not be inconsistent with the principles set out in the Police Services Act of Ontario and the regulations made thereunder.

- (b) A First Nations Government or group of First Nations Governments choosing a police service referred to in subparagraphs 4(a)(iii), 4(a)(iv) or 4(a)(v) shall develop procedures referred in subparagraph 21(a) by agreement with the police service it chooses to police that First Nations Territory.

#### Ontario First Nations Police Commission

22. The Parties hereto have previously established the Commission, which is continued hereunder, and its membership consists of one representative of each of the Parties hereto. The Parties hereto recognize the importance of the Commission as part of the policing arrangements within the Province of Ontario and Canada and Ontario shall share the costs of the Commission as set out in Schedule 'A' of this Agreement.

23. (a) The Commission will,  
(i) advise the appropriate bodies respecting the



promotion of a positive understanding of crime prevention and law enforcement by the First Nations of Ontario; and

- (ii) review and make decisions respecting the standards required for appointment pursuant to paragraph 8 of this Agreement, the equipment provided pursuant to paragraphs 18 and 19 and the training provided pursuant to paragraphs 9, 10 and 13; and
- (iii) receive and review submissions from First Nations Governments, police governing authorities, First Nations Constables and the First Nations Police Association or other representative of the First Nations Constables respecting the operation of any aspect of First Nations policing arrangements and make decisions therein except that the Commission shall not play a trial or appellate role in any formal discipline procedures taken against individual First Nations Constables; and
- (iv) assist First Nations Constables in their relations with First Nations Governments, Police Governing Authorities and the O.P.P. and other police agencies and with respect to their career goals; and

- (v) explore crime prevention programs and other policing arrangements which may be appropriate for First Nations Territories and may facilitate long-term planning for the policing of such First Nations territories; and
- (vi) provide a forum to resolve differences of opinion arising between the Commissioner, First Nations Governments and Police Governing Authorities under this Agreement; and
- (vii) develop a memorandum of understanding on the investigation of serious crime; and
- (viii) monitor the allocation of First Nations Constables under this Agreement; and
- (ix) maintain premises and hire sufficient staff with the necessary expertise to discharge the functions of the Commission; and
- (x) unless other arrangements are made by negotiations under sub-paragraphs 4(a) and 4(b), receive annual reports from Police Governing Authorities and the O.P.P. on First Nations policing arrangements funded under this Agreement; and

- (xi) undertake such other duties as are assigned to it in this or any future Ontario First Nations policing agreements or First Nations regional policing arrangements in Ontario or pilot projects in connection therewith.
- (b) The decisions and recommendations of the Commission shall require a consensus by its membership or, in the absence of consensus, by a procedure developed by the Commission.
- (c) The Parties hereto shall, during the term of this Agreement, consider whether the Commission's composition and terms of reference should be made the subject of joint Orders-in-Council by Canada and Ontario or federal and provincial legislation. It is further understood by the Parties hereto that the structure, functions, budget and relationships of the Commission may be changed, by agreement of the Parties hereto, after consideration has been given to the report and recommendations of a consultant hired by the Parties hereto to report on the structure, functions and budget of the Commission and its relationship with police governing authorities referred to in this Agreement.
24. (a) Nothing in this Agreement shall be construed so as to preclude the Commissioner from discharging all duties

under the Police Services Act of Ontario or under the statutory or common law of Ontario or Canada.

- (b) In any case where it is necessary for the Commissioner to take action under subparagraph 24(a), in order to resolve any difference of opinion, between the Commissioner and any other party on the interpretation or implementation of subparagraph 24(a) of this Agreement, the Commissioner shall, within 90 days of taking such action, make a written report to the Commission on the dispute and on the action taken.

Duties, principles and guidelines to ensure effective policing and cooperation.

25. It shall be the duty of First Nations Constables and First Nations police services to keep the peace, prevent crime, enforce the law and seek to achieve the goals and objectives described in paragraphs 2 and 3 of this Agreement.
26. The relevant First Nations police service shall, as a general principle, be involved in all police operations on First Nations Territory.
27. The relevant Parties hereto shall communicate with federal, provincial, regional, municipal, and First Nations police services to exhort them to prepare mutually acceptable

guidelines to deal with law enforcement issues which may arise in areas where both First Nations and other police services exist in contiguous localities, with a view to ensuring a high degree of cooperation among police services involved in keeping the peace, preventing crime and enforcing the law. In particular, a copy of this Agreement shall be sent to each such police service.

28. Without prejudice to the generality of paragraph 27 herein, the Parties hereto agree that such guidelines should include procedures for dealing with:

- (a) police pursuits that commence in one jurisdiction and conclude in another and involve First Nations Territory;
- (b) appropriate notice when federal, provincial, regional or municipal police enter on to First Nations Territory or First Nations police enter on to the territorial jurisdiction of another police service for investigative or other law enforcement-related purposes;
- (c) emergency and extraordinary entry, without prior notification, and the development of alternative strategies to reduce the incidence of unnecessary entries.

29. The duties, principles and guidelines referred to in paragraphs 25 to 28 of this Agreement assume as follows:

- (a) The relevant First Nations police service under sub-paragraphs 4(a) (i) and (ii) of this Agreement, has primary responsibility for the enforcement of all laws on First Nations Territory which fall within its jurisdiction.
- (b) The relevant First Nations police service, under sub-paragraphs 4(a), the RCMP, the OPP and certain municipal police services (e.g. Sarnia Police Department) have responsibility for the enforcement of federal laws on First Nations Territory.
- (c) The relevant First Nations police service under sub-paragraphs 4(a) the OPP and certain municipal forces (e.g. Sarnia Police Department) have responsibility for the enforcement of provincial laws on First Nations Territory.
- (d) Unless arrangements to the contrary are made by by-law or otherwise, the relevant First Nations police service, under sub-paragraphs 4(a) has responsibility for the enforcement of Band By-Laws and other First Nations laws on First Nations Territories.



30. (a) The O.P.P. shall provide all reasonable support upon the request of First Nations Constables.  
  
(b) Nothing in this Agreement shall prevent a police governing authority or First Nations Government from requesting the assistance of the O.P.P. or other relevant police agency.
31. All functions assigned to the Commissioner under this Agreement, with the exception of the appointment and withdrawal of appointment of First Nations Constables under the Police Services Act of Ontario, may be delegated by the Commissioner to any member of the O.P.P. acting with the approval of the Commissioner.

#### Transition period

32. A transition period is contemplated during the term of this Agreement during which, when so desired by a First Nations Government or group of First Nations Governments, responsibility for providing policing services on First Nations Territory will increasingly fall, (with financial support from Canada and Ontario) upon such First Nations. This transition period contemplates the following steps:  
  
(a) identification by a First Nations Government or a group of First Nations Governments of a model under sub-

paragraph 4(a) for policing the First Nation or group of First Nations

- (b) establishment of a police governing authority
- (c) establishment of a police service
- (d) provision of an adequate number of trained First Nations Constables and civilian support staff
- (e) provision of adequate police office facilities, cell accommodation and operating equipment
- (f) establishment of a complaint and discipline process
- (g) where negotiations are necessary, the Indian Commission of Ontario process shall be utilized unless the parties thereto agree to other procedures.

#### Administration of First Nations Police Services

33. (a) Where a First Nations Government or group of First Nations Governments takes responsibility for a First Nations Police Service referred to in subparagraph 4(a)(i) or 4(a)(ii), then, unless arrangements are made to the contrary, the administration of that First Nations Police Service shall be the responsibility of the

relevant First Nations police governing authority which shall be the employer of its First Nations Constables and civilian staff, recognizing and accepting the responsibilities and obligations that are placed upon employers by law.

- (b) The OPP or other police service involved shall continue to share responsibility for the administration of policing arrangements with those First Nations Governments that choose not to establish their own police services under sub-paragraph 4(a)(i) or that choose not to become part of a First Nations regional police service under sub-paragraphs 4(a)(ii).
- (c) In arrangements referred to in sub-paragraphs 4(a)(iii) or 4(a)(iv), the First Nations Government shall be the employer of the First Nations Constables and civilian staff and the Commissioner or relevant Chief of Police shall administer First Nations policing arrangements jointly with the First Nations Governments concerned.
- (d) For the purposes of this paragraph "administration" includes the responsibility for the payment of salaries, and wages, employee benefits and other operating expenses incurred by the First Nations police service.

(e) Police governing authorities taking control of administration of police services under subparagraph 33(a) shall maintain such books and records and employ such procedures and safeguards as are mandatory in the case of funds allocated under the authority of Parliament and the Legislature respectively.

(f) Nothing in this paragraph shall prevent more specific arrangements being entered into by the parties to First Nations policing arrangements.

#### Financial arrangements

34. The Commission shall control its expenditures and limit them to the funds dedicated to the Commission under Schedule 'A' of this Agreement.

35. It is understood by the Parties hereto that Schedule "A" contains only estimates of expenditures on First Nations policing arrangements under this Agreement in the 1991-96 fiscal years and that the actual expenditures therein will be ascertained, in due course, by following the procedures described in paragraphs 36 to 40 (inclusive) of this Agreement, where appropriate.

36. The maximum costs of First Nations policing arrangements, as estimated by Ontario, are set out in Schedule "A". Payments made by Canada to Ontario will be based on the actual cost of

First Nations policing arrangements but will not exceed the costs set out in Schedule A and subject always to the appropriation of funds therefor by Parliament or the Legislature.

37. (a) Not more than thirty days following the end of each quarter, Ontario shall provide to the Commission and to the Parties hereto:
- (i) an accounting of the expenditures made in execution of this Agreement during that quarter,
  - (ii) a billing for Canada's share of those costs, and
  - (iii) an Expenditure Plan and Cash Flow statement, if applicable.
- (b) Such reporting shall be prepared by Ontario in a form satisfactory to Canada.
38. (a) Following receipt of the expenditure reports referred to in sub-paragraph 37(a), Canada shall pay to Ontario its share of the monies expended during that quarter. Cheques shall be processed within thirty (30) days of receipt of this expenditure report by Canada.

- (b) Ontario shall ensure that Police Governing Authorities who have taken over responsibility for the administration of First Nation Police Services under subparagraph 33(a) receive timely payments of funds to permit them to discharge their obligations under this Agreement.
  - (c) Ontario shall continue to provide liability insurance coverage for all First Nations Constables acting lawfully in the execution of their duties.
- 39. (a) Independent auditors may be appointed by Canada or Ontario at their own expense to review the financial records relating to First Nations policing arrangements maintained by the Ministry of the Solicitor General of Ontario or police governing authorities under this Agreement to ensure that First Nations policing arrangements under this Agreement are being managed within the agreed arrangement and that generally accepted accounting principles and practices have been consistently applied in the maintenance of financial records. All necessary adjustments shall be made within sixty (60) days after March 31 of each fiscal year covered by this Agreement, against payments made under paragraph 38(a) in respect of the twelve (12) month period in question and any amounts owing shall be paid to Canada by Ontario, or to Ontario by Canada, or to a



police governing authority by Ontario or to Ontario by a police governing authority as the case may be.

(b) Canada and Ontario shall provide to the Commission and to the Parties hereto any reports made by independent auditors appointed under subparagraph 39(a) herein.

40. Any payments made by either Canada or Ontario under this Agreement shall be by cheque drawn in favour of either the Receiver General of Canada or the Treasurer of Ontario, as the case may be.

41. The Commission shall provide the materials referred to in subparagraphs 37(a) and 39(a) to First Nations Governments or their representatives as First Nations Governments shall direct.

#### Miscellaneous

42. This Agreement shall not preclude and shall be without prejudice to:

(a) any other Tripartite discussions or any bi-lateral discussions between First Nations in Ontario and Canada on matters which may be dealt with under the Tripartite Process on First Nations self-government;

- (b) constitutional discussions and processes;
- (c) the position which any of the Parties hereto may adopt in any other forum; and
- (d) negotiations on the Nishnawbe-Aski Memorandum of Understanding or on the Declaration of Political Intent.

43. Nothing in this Agreement shall be construed so as to affect, prejudice or derogate from aboriginal, treaty, constitutional or any other rights, privileges or freedoms which have accrued to or may accrue to any First Nations regardless of whether such rights, privileges and freedoms are recognized, established and defined before or after the execution of this Agreement.

44. (a) This Agreement may be amended from time to time or terminated, or both, by agreement of the Parties hereto in writing.

(b) Any renegotiations required before amendments are made shall utilize the Indian Commission of Ontario process unless the Parties hereto agree to other procedures.

45. (a) This Agreement shall commence on the 1st day of April 1991 and shall expire on the 31st of March 1996, provided

that it shall be renewed or extended on terms and conditions agreed to in writing by the Parties hereto and pending such renewal or extension the provisions of this Agreement shall prevail.

(b) In the event that jurisdictional, constitutional or related arrangements between the Parties hereto were to be changed during the term of this Agreement in a manner which altered the nature of the current relationship between the Parties hereto, it is the intention of the Parties hereto to ensure continuity of First Nations policing services under this Agreement until any alternative arrangements that may be necessary can be considered.

(c) The alternative arrangements, if any, referred to in subparagraph 45(b) will be made by the Parties hereto meeting in negotiation to arrange the steps necessary to take account of both the changed circumstances and the need to ensure continuity of effective policing.

46. No member of the House of Commons or of the Ontario Legislature shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

47. Nothing in this Agreement shall be construed as requiring any First Nations Government or group of First Nations Governments to make any particular choice on the type of First Nations or other police service to adopt on any First Nations Territory or to be subject to any particular time-frame with respect to making any such choice. Such choices are a matter for the First Nations Governments or group of First Nations Governments concerned to proceed in a manner acceptable to their communities. .

#### Evaluation

48. (a) The operation and administration of all of the arrangements under this Agreement shall be evaluated during the final six months of the fourth fiscal year of this Agreement by a process acceptable to the Parties hereto so that an evaluation report may be considered by the Parties hereto during the first quarter of the final fiscal year, with a view to a decision being made on future First Nations policing arrangements in the Province of Ontario.
- (b) The financing of the evaluation referred to in subparagraph 48(a) shall be provided as to 52% by Canada and 48% by Ontario and shall not exceed \$100,000.00 as referred to in Schedule "A" of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed on behalf of  
Grand Council Treaty #3 Nation, by

---

Grand Chief

and on behalf of the Nishnawbe-Aski Nation, by

---

Grand Chief

and on behalf of The Association of Iroquois  
and Allied Indians, by

---

Grand Chief

and on behalf of the Anishinabek  
Nation, by

---

Grand Council Chief

and on behalf of the Chief and Council of  
the Six Nations of the Grand River Tract, by

---

Chief

and on behalf of CANADA, by

---

Minister of Indian Affairs  
and Northern Development

  
Solicitor General

and on behalf of ONTARIO, by

---

Solicitor General

---

Minister Responsible  
for Native Affairs

SCHEDULE "A"

## ONTARIO FIRST NATIONS POLICING AGREEMENT

ESTIMATED EXPENDITURES 1991/92 to 1995/96  
ESTIMATED OPERATING COSTS (FIRST NATIONS CONSTABLES)

| <u>Fiscal Year</u> | <u>Maximum No.</u> | <u>Costs per Constable</u> | <u>Canada share</u> | <u>Ontario share</u> | <u>Total</u> |
|--------------------|--------------------|----------------------------|---------------------|----------------------|--------------|
| 1991/92            | 152                | 76,447                     | 6,042,400           | 5,577,600            | 11,620,000   |
| 1992/93            | 222                | 74,360                     | 8,584,160           | 7,923,840            | 16,508,000   |
| 1993/94            | 272*               | 74,643                     | 10,557,560          | 9,745,440            | 20,303,000   |
| 1994/95            | 297*               | 81,013                     | 12,511,720          | 11,549,280           | 24,061,000   |
| 1995/96            | 313*               | 90,195                     | 14,680,120          | 13,550,880           | 28,231,000   |

\* Note: Complement above 222 subject to negotiation of agreements

ESTIMATED OPERATING COSTS  
ONTARIO FIRST NATIONS POLICE COMMISSION

| <u>Fiscal Year</u> | <u>Canada share</u> | <u>Ontario Share</u> | <u>Total</u> |
|--------------------|---------------------|----------------------|--------------|
| 1991/92            | 109,600             | 101,100              | 210,700      |
| 1992/93            | 115,600             | 106,700              | 222,300      |
| 1993/94            | 121,400             | 112,000              | 233,400      |
| 1994/95            | 127,400             | 117,600              | 245,000      |
| 1995/96            | 133,800             | 123,500              | 257,300      |



ESTIMATED OPERATING COSTS  
POLICE GOVERNING AUTHORITIES

|         | <u>Canada share</u> | <u>Ontario share</u> | <u>Total</u> |
|---------|---------------------|----------------------|--------------|
| 1991/92 | 182,000             | 168,000              | 350,000      |
| 1992/93 | 208,000             | 192,000              | 400,000      |
| 1993/94 | 234,000             | 216,000              | 450,000      |
| 1994/95 | 286,000             | 264,000              | 550,000      |
| 1995/96 | 338,000             | 312,000              | 650,000      |

ESTIMATED CAPITAL COSTS

|         | <u>Canada share</u> | <u>Ontario share</u> | <u>Total</u> |
|---------|---------------------|----------------------|--------------|
| 1991/92 | 104,000             | 96,000               | 200,000      |
| 1992/93 | 104,000             | 96,000               | 200,000      |
| 1993/94 | 104,000             | 96,000               | 200,000      |
| 1994/95 | 104,000             | 96,000               | 200,000      |
| 1995/96 | 104,000             | 96,000               | 200,000      |

ESTIMATED EVALUATION COSTS

|         |           |   |
|---------|-----------|---|
| 1994/95 | \$100,000 | already factored into 1994/95 totals<br>and includes Six Nations Evaluation |
|---------|-----------|---|

|         | <u>Grand total</u><br><u>(Canada's share)</u> | <u>Grand total</u><br><u>(Ontario's share)</u> | <u>Grand</u><br><u>Total</u> |
|---------|---|--|------------------------------|
| 1991/92 | 6,438,000                                     | 5,942,700                                      | 12,380,700                   |
| 1992/93 | 9,011,760                                     | 8,318,540                                      | 17,330,300                   |
| 1993/94 | 11,016,960                                    | 10,169,440                                     | 21,186,400                   |
| 1994/95 | 13,029,120                                    | 12,026,880                                     | 25,056,000                   |
| 1995/96 | 15,255,920                                    | 14,082,380                                     | 29,338,300                   |

ESTIMATED BREAKDOWN OF ESTIMATED COSTS  
PER CONSTABLE FOR EACH FISCAL YEAR  
 (EXCLUDING EVALUATION COSTS)

| <u>PERCENTAGES</u>                          | <u>1991/92</u> | <u>1992/93</u> | <u>1993/94</u> | <u>1994/95</u> | <u>1995/96</u> |
|---|----------------|----------------|----------------|----------------|----------------|
| 1.8 Training                                | 941            | 1,590          | 1,232          | 859            | 722            |
| 17.9 Liaison and<br>Coach Officer           | 4,539          | 3,608          | 3,647          | 3,589          | 3,578          |
| 13.8 Administration                         | 4,691          | 3,937          | 4,011          | 3,949          | 3,930          |
| 2.3 Transportation<br>and<br>Communications | 1,355          | 1,896          | 1,617          | 1,418          | 1,441          |
| 17.2 Service and<br>Rentals                 | 5,046          | 4,568          | 4,033          | 4,003          | 3,987          |
| 7.0 Supplies and<br>Equipment               | 7,237          | 9,748          | 6,577          | 5,798          | 6,936          |
| Salary and<br>Benefits                      | 45,994         | 42,995         | 47,427         | 54,569         | 61,742         |
| Overtime                                    | 3,631          | 3,473          | 3,919          | 4,498          | 5,070          |
| Civilian Support<br>Staff                   | 3,013          | 2,545          | 2,180          | 2,330          | 2,789          |
| Totals                                      | <u>76,447</u>  | <u>74,360</u>  | <u>74,643</u>  | <u>81,013</u>  | <u>90,195</u>  |



## **SECTION 4**



DRAFT  
FOR DISCUSSION ONLY

TRANSLATION  
FROM FRENCH

December 2, 1991

AGREEMENT ON POLICING SERVICES  
AT

KITIGAN ZIBI ANISHINABEG  
(hereinafter called "Kitigan Zibi")

BETWEEN

THE KITIGAN ZIBI ANISHINABEG BAND COUNCIL  
(hereinafter called the "Kitigan Zibi Council")

OF THE FIRST PART

AND

THE GOVERNMENT OF CANADA  
as represented by the Minister of Indian Affairs  
and Northern Development  
(hereinafter called "Canada")

OF THE SECOND PART

AND

THE GOVERNMENT OF QUEBEC  
as represented by the Ministre de la Sécurité publique,  
the Ministre délégué aux Affaires autochtones  
and the Ministre délégué aux  
Affaires intergouvernementales canadiennes  
(hereinafter called "Quebec")

OF THE THIRD PART

WHEREAS Canada, Quebec and the Kitigan Zibi Council agree on the need to maintain policing services in the Algonquin community of Kitigan Zibi within a legal and administrative framework that preserves Canada's jurisdiction and fiduciary responsibility with regard to natives and preserves Quebec's jurisdiction and responsibility with regard to maintaining order and ensuring public security on the territory of Quebec and preserves the legal jurisdiction of the Kitigan Zibi Council over its territory;

WHEREAS there is good reason for the Algonquin Kitigan Zibi Council to have greater autonomy;

WHEREAS it is advisable, to achieve this end, that an agreement be signed by the Government of Canada, the Government of Quebec and the Kitigan Zibi Council;

WHEREAS this agreement does not have the effect of amending or infringing in any way the ancestral, treaty and constitutional rights or any other right, privilege or freedom that is exercised or might be exercised by any of the parties to this Agreement;



## THE PARTIES AGREE AS FOLLOWS:

### ARTICLE 1 - PREAMBLE AND SCHEDULES

The preamble and schedules form an integral part of this Agreement.

### ARTICLE 2 - DEFINITIONS

In this Agreement, unless the context requires otherwise:

- 2.01 Policing means all the policing services provided by the constables of the community of Kitigan Zibi on the following territory:

The territory bordered on the east by the Desert River, the Gatineau River and the Town of Maniwaki, on the northwest by the Riviere de l'Aigle (tributary of the Desert River), on the west by the township of Béliveau, on the southwest by the township of Church and on the south by the township of Bouchette.

The preceding territorial description is valid only for the purposes of the present Agreement and is made without prejudice to any claims that Canada, Quebec and the Council may have regarding the true boundaries of the Reserve.

- 2.02 Constable means a person appointed and sworn as a constable and peace officer pursuant to sections 80 and 83 of the Police Act (RSQ, c P-13), including the Chief Constable and any supernumerary or supernumeraries.
- 2.03 Self-management means the administration of the policing services, which shall be carried out solely by the Council, which has complete responsibility therefor. The Council shall determine expenditure priorities on the basis of the budget approved by this Agreement. The Council may make adjustments within the approved budget.

### ARTICLE 3 - PURPOSE

- 3.01 The purpose of this Agreement is to maintain policing services in the Algonquin community of Kitigan Zibi.

### ARTICLE 4 - MANDATE OF POLICE FORCE

- 4.01 The primary responsibility of the police force is to maintain order, keep the peace and protect the public on the territory of Kitigan Zibi in conformance with the laws in force.

### ARTICLE 5 - POLICE COMMITTEE

- 5.01 The Police Committee:
- (a) shall be made up of three members duly appointed by the Council. The Council shall ensure that the Police Committee includes one Council member and two members of the community;

- (b) shall be responsible for recruiting and hiring constables in conformance with the procedure laid down in Schedule A;
  - (c) shall recommend appropriate measures to the Council for the improvement of the police force and may propose the adoption of band by-laws to improve public security in the community;
  - (d) may, from time to time, ask other police forces for technical assistance in recruiting police officers and for advice regarding delicate or difficult situations;
  - (e) shall meet on a regular basis, at least four times per year or more often if necessary;
  - (f) shall produce reports of its meetings, signed by all those in attendance;
  - (g) shall forward all agreements, recommendations and suggestions to the Council in written form, duly signed by all Committee members.
- 5.02 The Code of Ethics of Quebec Police Officers adopted under the Act respecting Police Organization and amending the Police Act and various legislation, SQ 1988, c 75, applies to all constables covered by this agreement.

#### ARTICLE 6 - MANAGEMENT LEVEL

- 6.01 The management level of the Police Force has been set at the autonomous management level.
- 6.02 Six (6) months before the expiry of this Agreement a joint assessment shall be made by the parties of the quality and management of the policing services. The mechanisms for this assessment shall be determined by agreement between the parties
- 6.03 This assessment shall be used for the purposes of negotiating a new agreement.

#### ARTICLE 7 - STAFF

- 7.01 The Kitigan Zibi police force shall consist of six (6) constables.
- 7.02 The Police Committee\* appointed by the Council shall be solely responsible for recruiting and selecting the constables.
- 7.03 The appointment and swearing of constables shall be carried out in conformance with the procedures in effect in the Ministère de la Sécurité publique.
- 7.04 The Council agrees to apply the training program set out in Schedule B as a prerequisite to the hiring of its constables.

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\* The French text still reads "Comité de sécurité publique" here, although the name of this committee is changed to "Comité de police" in Article 5 above. - Translator

7.05 Kitigan Zibi constables shall be appointed and sworn as set out in sections 80 and 83 of the Police Act (RSQ, c P-13), with the following conditions:

- (a) constables appointed in this manner may exercise their authority on the territory of Kitigan Zibi;
- (b) the Kitigan Zibi constables are authorized, at the request of the Sûreté du Québec or other police force, to assist these police forces and to this end they shall retain all the powers conferred on them as constables and peace officers;
- (c) the constables appointed in this manner may exercise their powers throughout the territory of Quebec in the following instances:
  - (i) for transportation of an inmate accused of an offence committed on the territory of Kitigan Zibi;
  - (ii) while actively pursuing offenders, if the pursuit was begun on the territory of Kitigan Zibi;
  - (iii) during an investigation conducted outside the boundaries of the territory of Kitigan Zibi in relation to an offence committed on this territory, provided:
    - (1) that in such cases the Council follows duly established procedures and the native police officers are aware of these procedures and respect them;
    - (2) that if problems arise, a request for assistance is sent to the police force in question;
    - (3) that the police force in question is advised of, and agrees to, any action undertaken by the Kitigan Zibi Police Force;
    - (4) that all investigations outside the territory of Kitigan Zibi be duly recorded in a special register; and
    - (5) that investigations outside the territory of Kitigan Zibi be conducted jointly with the Sûreté du Québec or the local police force, if necessary;
- (d) for the purposes of this Agreement the territory shall be deemed to include Highway 105, which crosses Kitigan Zibi, Lots 1 to 16 of the Rang Front-Rivière Gatineau, and the private lots within the territory;
- (e) the constables of Kitigan Zibi shall exercise their duties as employees of the Council.

7.06 The Council shall be responsible for selecting appropriate institutions for specialized training courses. If the cost of such training is greater than that allowed under this agreement, the Council shall be responsible for paying this cost.

## ARTICLE 8 - FINANCE AND ADMINISTRATION

- 8.01 As shown in Schedule C, the budget for the police force in each fiscal year in this Agreement is as follows:
- 1992-1993: \$405,750.00  
 1993-1994: \$394,680.00  
 1994-1995: \$405,443.00.
- 8.02 The budgets shown for the second and third year of the agreement shall be indexed annually for inflation according to the Consumer Price Index for the month of September in the preceding year, as calculated by Statistics Canada.
- 8.03 The budget costs shown in article 8.01 shall be shared by Canada and Quebec in the following manner:
- (a) fifty-two per cent (52%) shall be paid by Canada and forty-eight per cent (48%) shall be paid by Quebec;
  - (b) the contributions of Canada and Quebec shall be paid directly to the Council in accordance with the administrative procedures in effect in the governments in question;
  - (c) for the purposes of this Agreement the payment of contributions by Canada for policing services shall be subject to approval of the necessary appropriations by Parliament;
  - (d) for the purposes of this Agreement the payment of contributions by Quebec for policing services shall be subject to approval of the necessary appropriations by the Conseil du trésor;
  - (e) the contributions paid under this Agreement shall be used solely for policing services.
- 8.04 The Council shall:
- (a) allow the signatories to this Agreement access to the accounting records, vouchers, documents authorizing expenditures, and any other source document related to the administration of the police force. These documents shall be true copies of the original certified by the Secretary-Treasurer or the Director General of the Council;
  - (b) ensure that the police force submits to the appropriate authority within fifteen (15) days of the end of each month an information report on police activities identifying the number and category of criminal complaints dealt with by the force;
  - (c) ensure that the police force submits to the appropriate authority within four (4) months of the beginning of each fiscal year a report on police activities during the preceding year;
  - (d) provide the other parties within four (4) months of the end of the fiscal year with a financial report audited by an accountant consisting of a balance sheet, statement of income and expenditure and a detailed accounting of expenditures in the budget categories set out in article 8.01;

- (e) provide the other parties within four (4) months of the expiry of this Agreement with a report on the condition and operations of the police force during the term of the Agreement, including the number of constables, an evaluation of staff, the problems encountered and the results obtained in relation to the objectives laid down annually;
  - (f) file with the parties on September 1 preceding the expiry of the agreement the budget that it would like to consider in negotiations for a further agreement.
- 8.05 Any surplus shall remain the property of the Council but shall be used solely for the purposes of providing policing services. The Council shall be solely responsible for any deficit.
  - 8.06 The Council agrees to take out blanket insurance covering fire, theft and employer-employee liability for any injury suffered by a third party as a result of the actions of the constables in the police force.

#### ARTICLE 9 - SUPPLIES AND EQUIPMENT

- 9.01 The supplies and equipment purchased by the Council with the budgets allocated to it for policing services shall belong to the Council.
- 9.02 The Council agrees to use the supplies purchased with the budgets provided under this Agreement solely for the purposes of the police force.

#### SECTION 10 - TERMINATION OF AGREEMENT

- 10.01 The parties agree that, in the event of a breach, disagreement or other situation preventing the application of one or all of the clauses of this Agreement, they shall form a committee. This committee shall be made up of one representative of each party.
- 10.02 If this committee is unable to resolve the dispute within thirty (30) days of the date on which written notice of the dispute is duly served on the parties, any of the parties may terminate the agreement by giving the other parties sixty (60) days' notice of such termination.
- 10.03 Should this Agreement be terminated, any contributions not used shall be returned to the parties in accordance with the percentages stated in article 8.03(a).

#### ARTICLE 11 - TERM OF AGREEMENT

- 11.01 This Agreement shall take effect on April 1, 1992, and expire on March 31, 1995.
- 11.02 This Agreement shall not be automatically renewed.



IN WITNESS WHEREOF THE UNDERSIGNED, DULY AUTHORIZED FOR  
SUCH PURPOSE, HAVE SIGNED THIS AGREEMENT.

DONE AT QUEBEC CITY, this \_\_\_\_\_

\_\_\_\_\_  
CHIEF OF KITIGAN  
ZIBI

\_\_\_\_\_  
ON BEHALF OF QUEBEC,  
LE MINISTRE DE LA  
SECURITE PUBLIQUE

\_\_\_\_\_  
COUNCILLOR

and by:

\_\_\_\_\_  
LE MINISTRE DELEGUE AUX  
AFFAIRES AUTOCHTONES

\_\_\_\_\_  
COUNCILLOR

and by:

INTERGOUVERNEMENTALES

\_\_\_\_\_  
LE MINISTRE DELEGUE AUX  
AFFAIRES

CANADIENNES

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
ON BEHALF OF CANADA,  
THE MINISTER OF INDIAN  
AFFAIRS AND NORTHERN  
DEVELOPMENT

\_\_\_\_\_  
COUNCILLOR



## SCHEDULE A

### PROCEDURE FOR APPOINTING AND SWEARING SPECIAL NATIVE CONSTABLES

#### I. Application requirements

Any Indian band council wishing to appoint a special constable shall send a resolution to this effect to the Office of the Sous-ministre de la Sécurité publique.

This resolution shall contain the following:

- the name of the person whom the council wishes to have appointed a special constable;
- a statement to the effect that the band council agrees to act as the employer;
- the name of the band council responsible for directing the special constables in the performance of their duties;
- an undertaking to hire the persons approved as special constables as soon as they are appointed and sworn.

#### II. Procedure for appointing and swearing special constables

When he receives a resolution as described in Section I, the co-ordinator of departmental activities relating to native affairs shall check it and ensure that it complies with section I. Where appropriate, he shall send a copy of this resolution and any other relevant documentation to the Ministère de la Sécurité publique so that it may proceed to investigate the characters of the proposed candidates as soon as possible.

The appropriate authority shall then inform the coordinator of the results of its investigation and other customary checks:

- if the result of the investigation is negative, the departmental co-ordinator shall inform the band council;
- if the result of the investigation is positive, the departmental co-ordinator shall prepare the approval form of the Ministère de la Sécurité publique for the Deputy Minister's signature.

The departmental co-ordinator shall send the original document containing this signed approval and the appointment and swearing forms to the appropriate authority so that they may make the necessary arrangements with the Court in the Judicial District in question to proceed to appoint and swear the designated candidates.

As soon as the special constable has been appointed and sworn, the registrar shall file a copy of this document in the registry of the court in question and send a copy to the special constable appointed in this manner. The Registrar shall return a duly completed copy to the co-ordinator of native affairs in the Ministère de la Sécurité publique.

The co-ordinator of native affairs shall confirm to the band council the appointment and swearing of the special constable by sending it a copy of the act attesting to his appointment and swearing.

III. Assignment to another community

No native constable may be assigned to a community other than that or those referred to in the document certifying his appointment unless this document is amended in accordance with the procedure laid down in section II.

IV. Minister's discretionary powers

A resolution of a band council designed to propose terms and conditions relating to the appointment of a special constable shall not in any way be binding upon the Minister, who reserves the right to amend these specifications as necessary or to refuse to approve the applications submitted.

## SCHEDULE B

### TRAINING OF KITIGAN ZIBI NATIVE CONSTABLES ALREADY IN THE COUNCIL'S EMPLOY

Before native constables are awarded the basic training equivalency diploma, they must take training or skills upgrading courses in the following areas:

- . Criminal Code and Charter of Rights
- . Quebec Highway Safety Code
- . physical fitness
- . Defendo (special techniques)
- . driving of an emergency vehicle
- . police intervention in crisis situations
- . CRPQ (Quebec police information centre)
- . report writing
- . patrol techniques
- . emergency medical care
- . French.

The details of the training (duration, number of persons, dates and so forth) shall be determined by the Council and the Quebec Police Institute.

Training costs shall be paid by the Council.

SCHEDULE C

BUDGET

BUDGETARY FORECASTS  
MANIWAKI

DIRECT COSTS

1992-93    1993-94    1994-95

Salaries and fringe benefits

[see French text for figures]

Salaries of 6 constables  
Chief constable's bonus (9%)  
Lump sum  
Secretary  
Unemployment insurance (3.9%)  
CSST (1.8%)  
Group insurance

SUB-TOTAL SALARIES

Other operating expenditures

RENTAL

Lease (\$1,300 x month)  
Telecommunications

EQUIPMENT AND SUPPLIES

Tires and parts  
Clothing  
Gas and oil  
Office supplies

PROFESSIONAL SERVICES

Car insurance  
Audit  
Public liability insurance  
Registration  
Custodial  
Bank charges

TRAINING

Basic training of  
candidates appointed  
Specialized training

TOTAL OPERATING EXPENSES

Capital

Vehicles  
Breathalyser  
Mini fingerprint kit

TOTAL CAPITAL

TOTAL DIRECT COSTS

INDIRECT COSTS

Administrative costs  
(2.5% of direct costs)

GRAND TOTAL

**ANNEXE 7****FORMATION DES CONSTABLES AUTOCHTONES DE KITIICAM IIKI DEJA A L'EMPLOI DU CONSEIL**

Pour que les constables autochtones se voient accréditer le diplôme de la formation de base par équivalence, ils devront recevoir une formation et/ou une mise à jour de leurs connaissances dans les domaines suivants:

- . Code criminel et Charte des droits
- . Code de sécurité routière
- . Conditionnement physique
- . Défense (techniques particulières)
- . Conduite de véhicule d'urgence
- . Intervention policière en situation de crise
- . C.R.P.Q.
- . Rédaction de rapports
- . Techniques de patrouille
- . Soins d'urgence
- . Français

Les modalités de formation (périodes, nombre de personnes, dates, etc.) seront déterminées entre le Conseil et l'Institut de police.

Les coûts de formation sont à la charge du Conseil.







3 février 1992

ENTENTE SUR LES SERVICES POLICIERS

A

KITIGAN ZIBI ANISHINABEG  
(ci-après appelé "Kitigan Zibi")

ENTRE

LE CONSEIL DE BANDE DE KITIGAN ZIBI ANISHINABEG  
(ci-après appelé le "Conseil de Kitigan Zibi")

PARTIE DE PREMIERE PART

ET

LE GOUVERNEMENT DU CANADA  
représenté par le ministre des Affaires indiennes  
et du Nord canadien  
(ci-après appelé le "Canada")

PARTIE DE DEUXIEME PART

ET

LE GOUVERNEMENT DU QUEBEC  
représenté par le ministre de la Sécurité publique,  
le ministre délégué aux Affaires autochtones et  
le ministre délégué aux Affaires intergouvernementales canadiennes  
(ci-après appelé le "Québec")

PARTIE DE TROISIEME PART

ATTENDU que le Canada, le Québec et le Conseil de Kitigan Zibi s'entendent pour maintenir les services policiers dans la communauté algonquine de Kitigan Zibi, à l'intérieur d'un cadre legal et administratif qui conserve au Canada sa juridiction et sa responsabilité fiduciaire à l'égard des autochtones et au Québec sa juridiction et sa responsabilité en matière de maintien de l'ordre et de la sécurité publique sur le territoire québécois, et au Conseil de Kitigan Zibi, sa juridiction légale sur son territoire.

ATTENDU qu'il y a lieu d'accroître l'autonomie du Conseil algonquin de Kitigan Zibi en matière de services policiers.

ATTENDU qu'il y a lieu, à cet effet, de conclure une entente entre le gouvernement du Canada, le gouvernement du Québec et le Conseil de Kitigan Zibi.

ATTENDU que cette entente n'a pas pour effet de modifier ni de porter atteinte de quelque façon aux droits ancestraux, aux droits issus de traités, aux droits constitutionnels ou tout autre droit, privilège ou liberté qui reviennent ou pourraient revenir à l'une ou l'autre des parties concernées.

## LES PARTIES CONVIENNENT:

### ARTICLE 1 - PRÉAMBULE ET ANNEXES

Le préambule ainsi que les annexes font partie intégrante de l'entente.

### ARTICLE 2 - DEFINITIONS

Dans la présente entente, et à moins que le contexte n'indique un sens différent, les mots et expressions qui suivent designent:

- 2.01 Service de police: désigne l'ensemble des services policiers dispensés par les constables de la communauté de Kitigan Zibi sur le territoire ci-après désigné:

Le territoire limité à l'est par la rivière Desert, la rivière Gatineau et la ville de Maniwaki, au nord-ouest par la rivière de l'Aigle (affluent de la Rivière Desert) à l'ouest par le canton de Béliveau, au sud-ouest par le canton de Church et au sud par le canton de Bouchette.

La description territoriale qui précède ne vaut que pour les fins de la présente entente. Elle est également faite sans préjudice aux positions respectives du Canada, du Québec et du Conseil quant aux limites territoriales réelles de la réserve.

- 2.02 Constable: désigne une personne nommée et assermentée constable et agent de la paix conformément aux articles 80 et 83 de la Loi de police (L.R.Q., chap. P-13), incluant le constable-chef et le ou les surnuméraires.

- 2.03 Autonomie de gestion: désigne l'administration des services policiers qui se fait entièrement par le Conseil qui en a la pleine responsabilité. C'est le Conseil qui détermine les priorités de dépenses en fonction du budget approuvé par cette entente. Le Conseil peut faire des aménagements à l'intérieur du budget approuvé.

### ARTICLE 3 - OBJET

- 3.01 Cette entente a pour objet le maintien des services policiers dans la communauté algonquienne de Kitigan Zibi.

### ARTICLE 4 - OBJECTIF DES SERVICES POLICIERS

- 4.01 L'objectif premier des services policiers est le maintien de l'ordre, de la paix et de la protection publique sur le territoire de Kitigan Zibi, conformément à l'ensemble des lois en vigueur.

### ARTICLE 5 - COMITÉ DE POLICE

- 5.01 Le Comité de police:

- a) est composé de trois (3) membres dûment nommés par le Conseil. Le Conseil s'assure que le Comité de police est composé d'un membre du Conseil et de deux (2) membres de la communauté;

- b) est responsable du recrutement et de l'embauche des constables conformément à la procédure indiquée à l'annexe A;
  - c) recommande au Conseil les mesures appropriées pour améliorer le service de police et peut proposer l'adoption de règlements de bande pour améliorer la protection publique dans la communauté;
  - d) peut, de temps à autre, demander l'assistance technique de la Sûreté du Québec ou d'autres corps policiers pour l'aider dans le recrutement des policiers et le conseiller dans les situations délicates et difficiles;
  - e) se réunira sur une base régulière ou plus souvent si cela est nécessaire. Un minimum de quatre (4) réunions par année doit être tenu;
  - f) tiendra des comptes rendus de ces délibérations qui seront signés par tous les participants;
  - g) enverra au Conseil sous forme écrite et dûment signées par tous les membres du Comité toutes les ententes, recommandations et suggestions appropriées.
- 5.02 Le Code de déontologie des policiers du Québec adopté en vertu de la Loi sur l'organisation policière et modifiant la Loi de police et diverses dispositions législatives (1988, c. 75) s'applique à tous les constables visés par cette entente.

#### ARTICLE 6 - GESTION

- 6.01 Le Conseil a la pleine autonomie de gestion des services policiers.
- 6.02 Six (6) mois avant la fin de cette entente, une évaluation conjointe sera faite par les parties sur la qualité et la gestion des services policiers. Les mécanismes de cette évaluation seront établis par un accord entre les parties.
- 6.03 Cette évaluation servira aux fins de la négociation d'une nouvelle entente.

#### ARTICLE 7 - PERSONNEL

- 7.01 Les services policiers de Kitigan Zibi seront dispensés par six (6) constables.
- 7.02 Le recrutement et la sélection des constables sont sous l'entière responsabilité du Comité de police établi par le Conseil.
- 7.03 La nomination et l'assermentation des constables se feront selon les procédures en vigueur au ministère de la Sécurité publique.
- 7.04 Le Conseil s'engage à respecter le programme de formation tel que décrit à l'annexe "B" pour les constables actuellement à son emploi et évalués par l'Institut de Police du Québec.

7.05

La nomination et l'assermentation des constables de Kitigan Zibi se feront conformément aux articles 80 et 83 de la Loi de police (L.R.Q., chap. P-13) avec les spécifications suivantes:

- les constables ainsi nommés pourront exercer leurs pouvoirs sur le territoire de Kitigan Zibi. A cette fin, le territoire inclut la route 105 qui traverse Kitigan Zibi et les lots 1 à 16 du Rang Front-Rivière Gatineau et les lots privés à l'intérieur du territoire;
- b) les constables de Kitigan Zibi sont autorisés, à la demande de la Sûreté du Québec ou d'un autre corps policier, à porter assistance à ces derniers et ils conservent à cet effet tous les pouvoirs qui leur sont dévolus à titre de constables et d'agents de la paix;
- c) les constables ainsi nommés pourront exercer leurs pouvoirs sur tout le territoire de la province dans les cas suivants:
  - i) lors du transport d'un prévenu étant accusé en vertu d'une infraction commise sur le territoire de Kitigan Zibi;
  - ii) lors d'une poursuite active initiée sur le territoire de Kitigan Zibi;
  - iii) lors d'une enquête, hors des limites du territoire de Kitigan Zibi, sur un crime commis à l'intérieur de ce territoire et ce, à condition:
    - 1) que le Conseil adopte une procédure à ce sujet et que celle-ci soit connue des constables qui doivent s'y conformer;
    - 2) que le corps de police concerné soit avisé et ait donné son accord sur toute action entreprise par les constables de Kitigan Zibi;
    - 3) qu'en cas de difficultés, la procédure prévoit la demande de l'assistance du corps de police concerné;
    - 4) que ces enquêtes en dehors des limites du territoire de Kitigan Zibi soient dûment consignées dans un registre spécialement tenu à cet effet;
    - 5) que les enquêtes en dehors des limites du territoire de Kitigan Zibi soient menées conjointement avec la Sûreté du Québec ou le corps de police local;
- d) les constables de Kitigan Zibi exerceront leurs fonctions à l'emploi du Conseil.

7.06

Le Conseil doit s'assurer de la disponibilité des cours de formation auprès de l'Institut de police du Québec. Dans le cas où les cours désirés par le Conseil ne sont pas disponibles à l'Institut de police du Québec, le Conseil peut choisir l'école de formation qu'il désire. Si les coûts d'une telle formation étaient supérieurs à ceux octroyés par la présente entente, ils seront assumés par le Conseil.

# **ARTICLE 8 - FINANCE ET ADMINISTRATION**

- 8.01 Le budget pour chacune des années financières de la présente entente, tel que décrit à l'annexe "C", est de:
- |            |               |
|------------|---------------|
| 1992-1993: | 405 750,00 \$ |
| 1993-1994: | 394 680,00 \$ |
| 1994-1995: | 405 443,00 \$ |
- 8.02 Les budgets indiqués à la deuxième et troisième année de l'entente seront indexés selon l'indice d'augmentation des prix à la consommation du mois de septembre de l'année précédente tel qu'établi par Statistiques Canada.
- 8.03 Le Canada et le Québec partageront les coûts du budget indiqué à l'article 8.01 selon les modalités suivantes:
- a) cinquante-deux pour cent (52%) payé par le Canada et quarante-huit pour cent (48%) payé par le Québec;
  - b) le Canada et le Québec verseront directement leur contribution respective au Conseil selon les modalités administratives en vigueur dans les administrations concernées;
  - c) pour les fins de cette entente, les paiements de fonds faits par le Canada pour les services policiers sont sujets à l'approbation des crédits par le Parlement;
  - d) pour les fins de cette entente, les paiements de fonds faits par le Québec pour les services policiers sont sujets à l'approbation des crédits par le Conseil du trésor.
- 8.04 Les fonds versés pour cette entente doivent servir uniquement aux fins du service de police.
- 8.05 Le Conseil doit:
- a) permettre au Québec et au Canada l'accès aux registres comptables, pièces justificatives, écrits approuvant les dépenses et tout autre acte ou document relié à l'administration du service de police. Ces documents devront être une copie certifiée conforme à l'original par le secrétaire-trésorier ou le directeur général du Conseil;
  - b) s'assurer que le constable-chef soumettra au ministère de la Sécurité publique dans les quinze (15) jours après la fin de chaque mois, un rapport d'information d'activités policières identifiant le nombre et la catégorie de plaintes criminelles traitées;
  - c) s'assurer que le constable-chef soumettra au ministère de la Sécurité publique, dans les quatre (4) mois après le début de chaque année, un rapport d'activités policières pour l'année antérieure;
  - d) fournir aux autres parties, dans les quatre (4) mois qui suivent la fin de l'année financière, un rapport financier vérifié par un expert-comptable, comprenant un bilan, un état des revenus et des dépenses, de même qu'un état détaillé de l'utilisation des sommes allouées dans le budget mentionné à l'article 8.01;



- e) fournir aux autres parties, dans les quatre (4) mois qui suivent la fin de la présente entente, un rapport sur la gestion des services policiers pendant l'entente comprenant la situation des effectifs, l'évaluation du personnel, les problèmes rencontrés et les résultats obtenus par rapport aux objectifs fixés annuellement;
  - f) déposer auprès des parties, le 1<sup>er</sup> septembre précédant la fin de l'entente, le budget qu'il voudrait voir négocier pour la conclusion d'une autre entente.
- 8.06 Le surplus demeure la propriété du Conseil mais devra être utilisé pour les fins des services policiers seulement. Le déficit demeure l'entière responsabilité du Conseil.
  - 8.07 Le Conseil s'engage à souscrire à une assurance générale feu-vol, incluant une assurance responsabilité employeur-employé, à l'égard des préjudices pouvant être causés aux tiers par les constables.

#### ARTICLE 9 - MATÉRIEL ET ÉQUIPEMENT

- 9.01 Le matériel et les équipements achetés par le Conseil avec les budgets qui lui sont accordés pour les services policiers lui appartiennent.
- 9.02 Le Conseil s'engage à utiliser le matériel acheté avec les budgets de la présente entente aux fins des services policiers seulement.

#### ARTICLE 10 - RÉSILIATION DE L'ENTENTE

- 10.01 Si un manquement, mécontentement ou autre situation empêche l'application de l'une ou de l'ensemble des clauses de cette entente, les parties conviennent de former un comité, composé d'un représentant de chacune des parties, en vue de solutionner celui-ci.
- 10.02 Si le comité n'arrive pas à régler le litige dans les trente (30) jours de sa dénonciation écrite, et dûment signifiée aux parties, un préavis de soixante (60) jours doit être transmis par l'une des parties aux autres parties déclarant la résiliation de la présente entente.
- 10.03 Advenant la résiliation de l'entente, les argents non utilisés seront retournés aux parties selon le pourcentage indiqué à l'article 8.03 (a).


#### ARTICLE 11 - PÉRIODE DE L'ENTENTE

- 11.01 Cette entente prend effet à compter du 1<sup>er</sup> avril 1992 et se termine le 31 mars 1995.
- 11.02 Il n'y a pas de tacite reconduction de la présente entente.

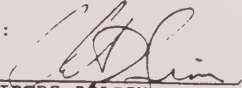
EN FOI DE QUOI LES PARTIES DUMENT AUTORISÉES A CET EFFET ONT SIGNÉ:

FAIT A QUEBEC, le 20 mars 1992.

  
 CHEF DE KITIGAN  
 ZIBI


  
 POUR LE QUEBEC, représente  
 par le MINISTRE DE LA  
 SECURITE PUBLIQUE

et par:

  
 LE MINISTRE DÉLÈGUE AUX  
 AFFAIRES AUTOCHTONES

et par:

  
 LE MINISTRE DÉLÈGUE AUX  
 AFFAIRES INTERGOUVERNEMENTALES  
 CANADIENNES

  
 POUR LE CANADA, représente  
 par le MINISTRE DES AFFAIRES  
 INDIENNES ET DU NORD CANADIEN

## ANNEXE "A"

### PROCEDURE CONCERNANT LA NOMINATION ET L'ASSERMENTATION DES CONSTABLES SPECIAUX AUTOCHTONES

#### I. Formalités de la demande

Tout conseil de bande indienne qui desire faire nommer un constable special doit faire parvenir une resolution a cet effet au Bureau du Sous-ministre de la Sécurité publique.

Cette resolution doit contenir les éléments suivants:

- . le nom de la personne que le Conseil desire voir nommer constable special;
- . la mention que le conseil de bande accepte de se constituer l'employeur;
- . la désignation du conseil de bande responsable d'assumer la direction des constables spéciaux dans l'exercice de leurs fonctions;
- . une promesse d'embauche des personnes reçues constable special et ce, des leur nomination et leur assermentation.

#### II. Procédure de nomination et d'assermentation des constables spéciaux

Lorsqu'il reçoit une résolution telle qu'indiquée à la section I, le coordonnateur des activités ministérielles en milieu autochtone vérifie et s'assure que la résolution est conforme à la section I. Le cas échéant, il achemine à la Sûreté du Québec une copie de cette résolution et tout autre document pertinent pour qu'elle procède, dans les plus brefs délais, à l'enquête de caractère des candidats proposés.

Par la suite, la Sûreté du Québec fait connaître au coordonnateur les résultats de cette enquête et des autres vérifications d'usage:

- . si l'enquête s'avère négative, le coordonnateur ministériel en informe le conseil de bande;
- . si l'enquête s'avère positive, le coordonnateur ministériel prépare la formule d'approbation du ministère de la Sécurité publique à être signée par le Sous-ministre.

Le coordonnateur ministériel achemine le document original de cette approbation signée et les formules de nomination et d'assermentation à la Sûreté du Québec afin qu'elle prenne les arrangements nécessaires auprès de la Cour du district judiciaire concerné afin de procéder à la nomination et à l'assermentation des candidats désignés.

Dès que la nomination et l'assermentation du constable spécial sont complétées, le greffier dépose un exemplaire de ce document au greffe du tribunal concerné et en remet un exemplaire au constable spécial ainsi nommé. Le greffier en retourne un exemplaire dûment rempli au coordonnateur des affaires autochtones du ministère de la Sécurité publique.

Le coordonnateur des affaires autochtones confirme au conseil de bande la nomination et l'assermentation du constable spécial en leur faisant parvenir une copie de son acte de nomination et d'assermentation.

### III. Affectation dans une autre communauté

Aucun constable autochtone ne peut être affecté à une autre communauté que celle(s) mentionnée(s) dans son acte de nomination à moins que celui-ci ne soit modifié conformément à la procédure prévue à la section II.

### IV. Pouvoirs discrétionnaires du Ministre

La résolution d'un conseil de bande visant à proposer les spécifications afférentes à la nomination d'un constable spécial ne lie aucunement le Ministre qui conserve le droit de modifier au besoin ces spécifications ou de refuser l'approbation des candidatures soumises.

## ANNEXE "B"

### FORMATION DES CONSTABLES AUTOCHTONES DE KITIGAN ZIBI DEJA A L'EMPLOI DU CONSEIL

Pour que les constables autochtones se voient accrédi- ter le diplôme de la formation de base par équivalence, ils devront recevoir une formation et/ou une mise à jour de leurs connaissances dans les domaines suivants:

- . Code criminel et Charte des droits
- . Code de sécurité routière
- . Conditionnement physique
- . Défendo (techniques particulières)
- . Conduite de véhicule d'urgence
- . Intervention policière en situation de crise
- . C.R.P.Q.
- . Rédaction de rapports
- . Techniques de patrouille
- . Soins d'urgence
- . Français

Les modalités de formation (périodes, nombre de personnes, dates, etc.) seront déterminées entre le Conseil et l'Institut de police.

Les coûts de formation sont à la charge du Conseil.

## ANNEXE "C"

## PRÉVISIONS BUDGETAIRES

|  | 1992-93           | 1993-94           | 1994-95           |
|--|-------------------|-------------------|-------------------|
| <b>FRAIS DIRECTS</b>                               |                   |                   |                   |
| <u><b>Salaires et bénéfices marginaux</b></u>      |                   |                   |                   |
| Salaires de 6 constables<br>(39 015,00)            | 234 090,00        | 234 090,00        | 234 090,00        |
| Prime du constable-chef (9%)                       | 3 511,00          | 3 511,00          | 3 511,00          |
| Montant forfaitaire                                | 19 000,00         | 19 000,00         | 19 000,00         |
| Secrétaire   | 19 500,00         | 19 500,00         | 19 500,00         |
| Assurance chômage (3.9%)                           | 10 100,00         | 10 100,00         | 10 100,00         |
| C.S.S.T. (1.8%)                                    | 4 680,00          | 4 680,00          | 4 680,00          |
| Assurance groupe                                   | 4 113,00          | 4 113,00          | 4 113,00          |
| <b>SOUS-TOTAL DES SALAIRES</b>                     | <b>294 994,00</b> | <b>294 994,00</b> | <b>294 994,00</b> |
| <u><b>Autres dépenses opérationnelles</b></u>      |                   |                   |                   |
| <b>LOCATION</b>                                    |                   |                   |                   |
| Loyer (1 300,00/mois)                              | 15 600,00         | 15 600,00         | 15 600,00         |
| Télécommunications                                 | 5 250,00          | 5 250,00          | 5 250,00          |
|  | <b>20 850,00</b>  | <b>20 850,00</b>  | <b>20 850,00</b>  |
| <b>ÉQUIPEMENTS ET APPROVISIONNEMENT</b>            |                   |                   |                   |
| Pneus et pièces                                    | 1 800,00          | 1 800,00          | 1 800,00          |
| Habillement  | 4 000,00          | 4 000,00          | 4 000,00          |
| Essence et huile                                   | 17 000,00         | 17 000,00         | 17 000,00         |
| Matériel de bureau                                 | 3 000,00          | 3 000,00          | 3 000,00          |
|  | <b>25 800,00</b>  | <b>25 800,00</b>  | <b>25 800,00</b>  |
| <b>SERVICES PROFESSIONNELS</b>                     |                   |                   |                   |
| Assurance auto                                     | 4 260,00          | 4 260,00          | 4 260,00          |
| Vérification et audition                           | 800,00            | 800,00            | 800,00            |
| Assurance responsabilité<br>publique               | 1 300,00          | 1 300,00          | 1 300,00          |
| Immatriculation                                    | 450,00            | 450,00            | 450,00            |
| Gardiennage  | 1 000,00          | 1 000,00          | 1 000,00          |
| Frais bancaires                                    | 100,00            | 100,00            | 100,00            |
|  | <b>7 910,00</b>   | <b>7 910,00</b>   | <b>7 910,00</b>   |
| <b>FORMATION</b>                                   |                   |                   |                   |
| Formation de base des<br>candidats en place        | 24 000,00         | 24 000,00         | 24 000,00         |
| Formation spécialisée                              | 2 000,00          | 2 000,00          | 2 000,00          |
| <b>TOTAL DES DÉPENSES OPÉRATIONNELLES</b>          | <b>80 560,00</b>  | <b>80 560,00</b>  | <b>80 560,00</b>  |
| <u><b>Capital</b></u>                              |                   |                   |                   |
| Véhicules  | 20 000,00         | 5 500,00          | 20 000,00         |
| Alcootest  |                   | 4 000,00          |                   |
| Mini trousse d'empreinte                           | 300,00            |                   |                   |
| <b>TOTAL DU CAPITAL</b>                            | <b>20 300,00</b>  | <b>9 500,00</b>   | <b>20 000,00</b>  |
| <b>TOTAL DES FRAIS DIRECTS</b>                     | <b>195 854,00</b> | <b>385 054,00</b> | <b>395 554,00</b> |
| <b>FRAIS INDIRECTS</b>                             |                   |                   |                   |
| Frais d'administration<br>(2.5% des frais directs) | 9 896,00          | 9 626,00          | 9 889,00          |
| <b>GRAND TOTAL</b>                                 | <b>405 750,00</b> | <b>394 680,00</b> | <b>405 443,00</b> |
| Canada (52%)                                       | 210 990,00        | 205 234,00        | 210 830,00        |
| Québec (48%)                                       | 194 760,00        | 189 446,00        | 194 613,00        |





## **SECTION 5**



SIX NATIONS REGIONAL  
POLICING AGREEMENT  
1991 - 1996

CANADA  
ONTARIO  
SIX NATIONS

INDIAN COMMISSION OF ONTARIO  
(416) 973 - 6390

March 30, 1992

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AGREEMENT made in triplicate this 30th day of March, 1992

AMONG:

HER MAJESTY THE QUEEN  
IN RIGHT OF CANADA  
as represented by the  
Minister of Indian Affairs  
and Northern Development  
and the Solicitor General  
hereinafter referred to  
as "CANADA"

OF THE FIRST PART

- and -

HER MAJESTY THE QUEEN  
IN RIGHT OF THE PROVINCE  
OF ONTARIO as  
represented by the  
Solicitor General hereinafter  
referred to as "ONTARIO"

OF THE SECOND PART

- and -

THE CHIEF AND COUNCIL  
OF THE SIX NATIONS OF  
THE GRAND RIVER TRACT  
as represented by the Chief  
hereinafter referred to  
as "SIX NATIONS"

OF THE THIRD PART



**WHEREAS** under the Constitution Acts, 1867 and 1982, Canada has legislative responsibility with respect to Indians and lands reserved for the Indians, Ontario has legislative responsibility for the administration of justice in the Province of Ontario and the aboriginal peoples of Canada have their existing aboriginal and treaty rights recognized and affirmed thereby; and,

**WHEREAS** the Parties hereto have, along with other parties, entered into the Ontario First Nations Policing Agreement, a multi-year Agreement on First Nations policing arrangements in the Province of Ontario; and,

**WHEREAS** the Parties hereto are desirous that the following policing arrangements shall apply on SIX NATIONS Territory,

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the Parties hereto, in consideration of the mutual covenants hereinafter set out, agree as follows:

Definitions

1. (a) In this Agreement, including this paragraph, the recital of the Parties hereto and the preamble, unless otherwise stated or the context otherwise requires it:

"Chief of Police" means the person appointed pursuant to paragraph 6 of this Agreement by the Six Nations Police Commission to be the Chief of Police of the Six Nations Police.

"Six Nations Constable" means a First Nations Constable appointed under the Police Services Act of Ontario and pursuant to paragraph 5 of this Agreement.

"Six Nations Police Commission" means the body appointed pursuant to paragraph 4 of this Agreement.

"Six Nations Police" means the body of Six Nations Constables and civilian staff appointed to carry out the duties and seek to attain the objectives set out in paragraph 3 of this Agreement.

"Six Nations Territory" means "reserve" as defined in the Indian Act of Canada, which reserve is set apart for the use of Six Nations members and shall include all those lands set apart for the use of Six Nations by Her Majesty

the Queen in Right of Canada and such other lands as, by negotiation, litigation or otherwise, are set apart for the use of Six Nations members by Her Majesty the Queen in Right of Canada.

- (b) All terms defined in the Ontario First Nations Policing Agreement shall bear the same meanings in this Agreement unless otherwise defined herein or otherwise required by the context in which they are herein used.
- (c) The definition of "Six Nations Territory" used herein applies only to this Agreement and does not necessarily reflect the meaning ascribed to that expression by Six Nations for any other purpose.

#### Relationship to the Ontario First Nations Policing Agreement

- 2. (a) This Agreement is made pursuant to the Ontario First Nations Policing Agreement. Except to the extent that this Agreement expressly makes arrangements otherwise, all of the provisions of the Ontario First Nations Policing Agreement apply to this Agreement.
- (b) In the event that the Ontario First Nations Policing Agreement is executed after the execution of this Agreement, the Six Nations Police and the Six Nations Police Commission shall obtain the benefit of any enhancement in First Nations policing arrangements therein contained.

Six Nations Police

3. (a) The Six Nations Police was established under the provisions of an agreement among the Parties hereto dated March 2, 1989 and is hereby continued.

(b) The objectives of the Six Nations Police shall be to:

- (i) maintain law and order;
- (ii) protect life and property; and
- (iii) implement preventive policing services in a community-oriented manner.

(c) In order to meet these objectives the Six Nations Police shall focus its duties on:

- (i) crime prevention;
- (ii) the arrest and prosecution of offenders;
- (iii) the recovery of stolen and missing property;
- (iv) providing assistance to the sick and injured;
- (v) the enforcement of band by-laws; and
- (vi) acting as a facilitator or referral contact in the delivery of non-policing services.

Six Nations Police CommissionMembership:

4. (a) The Six Nations Police Commission was established under the provisions of an agreement among the Parties hereto dated March 2, 1989 and is hereby continued.

- (b) The Six Nations Police Commission shall comprise six members appointed by the Six Nations Council of whom four shall not be elected members of the said Council.
- (c) Ontario shall, at the request of the Six Nations Police Commission, appoint a non-voting representative to serve the Six Nations Police Commission in a technical and liaison capacity.

Duties:

- (d) It shall be the duty of the Six Nations Police Commission to employ the police and civilian members of the Six Nations Police and, in consultation with the Chief of Police, to provide planning, direction and policy for the Six Nations Police in connection with the attainment of the objectives and performance of the duties set out in this Agreement or by further agreement of the Parties hereto.
- (e) There shall be no interference by the Six Nations Police Commission or the Six Nations Council in the investigative or prosecutorial function or in the operational decisions or day-to-day operations of the Six Nations Police.
- (f) Functions recognized by this Agreement as belonging to the Six Nations Police Commission or the Six Nations Council are exercisable only by that Commission or Council and not by their members acting as individuals.

Costs:

- (g) The estimated costs of operating the Six Nations Police Commission during each year of the term of this Agreement is set out in Schedule "A" attached hereto.
- (h) Ontario shall continue to provide liability insurance coverage for members of the Six Nations Police acting lawfully in the execution of their duties.

Appointment of Constables

5. With the expressed approval of the Six Nations Police Commission, which shall be responsible for hiring employees, the Commissioner may appoint a person as a First Nations Constable for the purpose of serving in the Six Nations Police.

Appointment of Chief of Police and Management Structure

6. The Six Nations Police Commission shall appoint a Chief of Police and sufficient supervisors from among qualified Six Nations Constables in order to manage the operations of the Six Nations Police in an efficient and effective manner.

Discipline and Complaints

7. Six Nations Constables shall, as a condition of employment and continuation of employment, sign terms and conditions thereof which shall include an on-going obligation to comply with the discipline and public complaint procedure as prescribed by the Six Nations Police Commission in consultation with the Solicitor General for the Province of Ontario.



### Training

8. Six Nations Constables shall receive police training at the O.P.P. College, at the Ontario Police College and at detachments of the O.P.P. Where any other agency is recognized for training purposes by the Six Nations Police Commission such recognition may be reviewed by the Commission.

### Dress Code

9. The uniform to be worn by the Six Nations Police shall be as prescribed by the Six Nations Police Commission in consultation with the Solicitor General for the Province of Ontario.

### Salary

10. (a) Subject to sub-paragraph 10(b) of this Agreement, the salaries and fringe benefits paid to the Six Nations Police shall be as provided for in Schedule "A" to this Agreement.
- (b) Sub-paragraph 10(a) of this Agreement shall be without prejudice to future scrutiny and review, by the Parties hereto or others, of the salaries and fringe benefits to be paid to the Six Nations Police.

### Complement

11. The estimated police and civilian complements of the Six Nations Police during the term of this Agreement are set out in Schedule "A" to this Agreement.

Financial arrangements

12. (a) All of the costs incurred in the execution of this Agreement during each of the fiscal years ending March 31, 1992 to 1996 respectively, are set out in Schedule "A" to this Agreement, subject always to the necessary grant of authority from and appropriation of resources by Parliament or the Legislature as the case may be.
- (b) It is understood by the Parties hereto that Schedule "A" contains only estimates of expenditures on Six Nations policing operations and the Six Nations Police Commission under this Agreement during the 1991/92 to 1995/96 fiscal years and that the actual expenditures thereon will be ascertained in due course, by following the procedures described in paragraphs 13 to 15 (inclusive) of this Agreement, where appropriate.
- (c) The Six Nations Police Commission shall submit to Canada and Ontario by August 30, in each of the fiscal years 1991 to 1994 inclusive, the estimated budget for the Six Nations Police and the Six Nations Police Commission for each next succeeding fiscal year, to permit discussion of perceived deviations from the estimates shown in Schedule "A" to this Agreement.
13. (a) The maximum costs of Six Nations policing arrangements and the operation of the Six Nations Police Commission, as estimated by Six Nations Police Commission, are set out in Schedule "A". Payments made by Ontario to the Six

Nations Police Commission will be based on the actual cost of the above activities but will not exceed those set out in Schedule "A".

- (b) Ontario shall make quarterly payments of the whole amount due, in advance, to the Six Nations Police Commission and shall seek reimbursement of Canada's share, from Canada through the Ontario First Nations Policing Agreement based upon the accounting of expenditures referred to in paragraph 14 of the Agreement.

- 14. (a) Not more than thirty days following the end of each quarter, the Six Nations Police Commission shall provide to Canada and Ontario:

- i) an accounting of the expenditures made for each preceding quarter in execution of this Agreement;
- ii) billings for the next quarter's costs; and
- iii) a revised budget, if necessary.

- (b) Such reporting shall be prepared by the Six Nations Police Commission in a form satisfactory to Canada and Ontario.

- 15. (a) Independent auditors may be appointed by Canada or Ontario at their own expense to review the financial records maintained by the Six Nations Police Commission to ensure that funds are being managed within the

provisions of this Agreement and that generally accepted accounting principles and practices have been consistently applied in the maintenance of financial records. All necessary adjustments shall be made within 60 days after March 31 of each fiscal year covered by the Agreement.

- (b) Canada or Ontario, as the case may be, shall provide to the other Parties hereto any reports made by independent auditors appointed under subparagraph 15(a) herein.
- (c) As soon as practicable after the end of each fiscal year, where the actual costs were less than those estimated in Schedule "A", the Six Nations Police Commission and Ontario will settle by cheque the difference between the estimated and actual costs of this Agreement in order that Ontario may ascertain the actual cost to be billed to Canada as its share of the costs under this Agreement.

#### Interpretation

16. Nothing in this Agreement shall be construed so as to affect in any way the aboriginal, treaty, constitutional or other rights, privileges or freedoms which have accrued to or may accrue to the SIX NATIONS or its members regardless of whether such rights, privileges or freedoms are recognised, established or defined before or after the execution of this Agreement.

Amendment

17. (a) This Agreement may be amended from time to time by agreement of the Parties hereto in writing.

(b) Any renegotiation required before amendments are made shall utilize the Indian Commission of Ontario process unless the Parties hereto agree to other procedures.

Commencement

18. (a) This Agreement, except paragraphs 12 to 15 inclusive, shall commence on April 1, 1991.

(b) Paragraphs 12 to 15 of this Agreement shall commence on a date, to be agreed by the Parties hereto, when the Six Nations Police Commission takes over financial management of the Six Nations Police from the O.P.P.

Termination

19. (a) Subject to subparagraph 19(b), this Agreement shall terminate on March 31, 1996 provided that it may be renewed or extended on terms and conditions agreed to in writing by the Parties hereto and until such renewal or extension is executed the provisions of this Agreement shall prevail.

(b) In the event that jurisdictional, constitutional or related arrangements between the Parties hereto were to be changed during the term of this Agreement in a manner which alters the nature of the current relationships

between the Parties hereto, the provisions of this Agreement would remain in effect to ensure continuity of police services until the Parties hereto could make alternative arrangements to take account of such new jurisdictional, constitutional or related circumstances.

Evaluation:

20. (a) The operation and administration of all of the arrangements under this Agreement shall be evaluated during the final six months of the fourth fiscal year of this Agreement by a process acceptable to the Parties hereto so that an evaluation report may be considered by the Parties hereto during the first quarter of the final fiscal year, with a view to a decision being made on future First Nations policing arrangements on Six Nations Territory.
- (b) The financing of the evaluation referred to in subparagraph 20(a) shall be provided as to 52% by Canada and 48% by Ontario as set out in Schedule "A" to the Ontario First Nations Policing Agreement.



IN WITNESS WHEREOF this Agreement has been executed on behalf of  
Canada, by

\_\_\_\_\_  
MINISTER OF INDIAN AFFAIRS  
AND NORTHERN DEVELOPMENT

  
\_\_\_\_\_  
SOLICITOR GENERAL

and on behalf of Ontario, by

\_\_\_\_\_  
SOLICITOR GENERAL

\_\_\_\_\_  
MINISTER RESPONSIBLE FOR  
NATIVE AFFAIRS

and on behalf of Six Nations, by

\_\_\_\_\_  
CHIEF

SCHEDULE "A"SIX NATIONS REGIONAL POLICING AGREEMENTESTIMATED EXPENDITURES 1991/92 to 1995/96ESTIMATED OPERATING COSTS (POLICING OPERATIONS)

| <u>Fiscal Year</u> | <u>Maximum Police No.</u> | <u>Maximum Civilian No.</u> | <u>Costs per Constable</u> | <u>Canada's Share</u> | <u>Ontario's Share</u> | <u>Total</u> |
|--------------------|---------------------------|-----------------------------|----------------------------|-----------------------|------------------------|--------------|
| 1991/92            | 16                        | 1.5                         | \$ 76,447                  | \$635,960             | \$587,040              | \$1,223,000  |
| 1992/93            | 16                        | 2                           | 74,360                     | 618,800               | 571,200                | 1,190,000    |
| 1993/94            | 17                        | 3                           | 74,643                     | 659,880               | 609,120                | 1,269,000    |
| 1994/95            | 18                        | 7                           | 81,013                     | 758,160               | 699,840                | 1,458,000    |
| 1995/96            | 19                        | 7                           | 90,195                     | 891,280               | 822,720                | 1,714,000    |

ESTIMATED OPERATING COSTS  
SIX NATIONS POLICE COMMISSION

| <u>Fiscal Year</u> | <u>Canada's Share</u> | <u>Ontario's Share</u> | <u>Total</u> |
|--------------------|-----------------------|------------------------|--------------|
| 1991/92            | \$ 57,800             | \$ 53,300              | \$111,100    |
| 1992/93            | 60,700                | 56,000                 | 116,700      |
| 1993/94            | 63,700                | 58,800                 | 122,500      |
| 1994/95            | 66,900                | 61,700                 | 128,600      |
| 1995/96            | 70,200                | 64,800                 | 135,000      |

ESTIMATED CAPITAL COSTS

| <u>Fiscal Year</u> | <u>Canada's Share</u>  | <u>Ontario's Share</u> | <u>Total</u> |
|--------------------|--|------------------------|--------------|
| 1991/92            |  |                        | \$ 15,000    |
| 1992/93            | Already included in costs per constable yearly rental agreement plus 6 per cent. |                        | 15,900       |
| 1993/94            |  |                        | 16,854       |
| 1994/95            |  |                        | 17,365       |
| 1995/96            |  |                        | 18,907       |

Schedule "A" (Cont.)

ESTIMATED BREAKDOWN OF ESTIMATED  
COSTS PER CONSTABLE FOR EACH FISCAL YEAR  
OF THE AGREEMENT

| <u>Fiscal Year</u>                      | <u>1991/92</u>   | <u>1992/93</u>   | <u>1993/94</u>   | <u>1994/95</u>   | <u>1995/96</u>   |
|---|------------------|------------------|------------------|------------------|------------------|
| Training                                | \$ 941           | \$ 1,590         | \$ 1,232         | \$ 859           | \$ 722           |
| Liaison and<br>Coach<br>Officer         | 4,539            | 3,608            | 3,647            | 3,589            | 3,578            |
| Administration                          | 4,691            | 3,937            | 4,011            | 3,949            | 3,930            |
| Transportation<br>and<br>Communications | 1,355            | 1,896            | 1,617            | 1,418            | 1,441            |
| Service and<br>Rentals                  | 5,046            | 4,568            | 4,033            | 4,003            | 3,987            |
| Supplies and<br>Equipment               | 7,237            | 9,748            | 6,577            | 5,798            | 6,936            |
| Salary and<br>Benefits                  | 45,994           | 42,995           | 47,427           | 54,569           | 61,742           |
| Overtime                                | 3,631            | 3,473            | 3,919            | 4,498            | 5,070            |
| Civilian<br>Support Staff               | 3,013            | 2,545            | 2,180            | 2,330            | 2,789            |
| Totals                                  | <u>\$ 76,447</u> | <u>\$ 74,360</u> | <u>\$ 74,643</u> | <u>\$ 81,013</u> | <u>\$ 90,195</u> |





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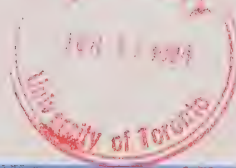
Government  
Publications

## User Report

### FIRST NATIONS POLICING TRIPARTITE AGREEMENTS

Volume 2

NO. 1994-03



## Aboriginal Policing Series



Solicitor General Canada  
Ministry Secretariat

4-1-867-9677

Canada





**FIRST NATIONS POLICING  
TRIPARTITE AGREEMENTS**

**Volume 2**

**NO. 1994-03**



This document has been compiled by officials in the Ministry of the Solicitor General of Canada and contains copies of tripartite policing agreements that have been concluded as of the date of publication.

The agreements are made available in the language that they were drafted.

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Nishnawbe-Aski (NAN) Policing Agreement



## **SECTION 1**





AN AGREEMENT MADE AMONG:

**THE SIKSIKA NATION**

represented by its Chief and Council  
(herein referred to as the "Siksika Nation")

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA**

as represented by the  
Solicitor General  
(herein referred to as "Alberta")

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

as represented by the Minister of Indian Affairs  
and Northern Development and the Solicitor General of Canada  
(herein referred to as "Canada")

**A SIKSIKA/ALBERTA/CANADA  
TRIPARTITE AGREEMENT ON POLICING**



THIS AGREEMENT made as of the 24 day of July, 1992.

AMONG:

**THE SIKSIKA NATION,**  
represented by its Chief and Council  
(herein referred to as the "Siksika Nation")

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,**  
as represented by the  
Solicitor General  
(herein referred to as "Alberta")

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
as represented by the Minister of Indian Affairs  
and Northern Development and the Solicitor General of Canada  
(herein referred to as "Canada")

**WHEREAS:**

- A. The Parties wish to cooperate in the development and implementation of effective and efficient policing services for the Reserve, consistent with the aspirations of the Siksika Nation, the principles of the Police Act of Alberta and the Federal Indian Policing Policy (June, 1991);
- B. The Siksika Nation wishes the Siksika Nation Police Service to be responsible for maintaining peace, order and public security; for providing the residents on the Reserve with a sense of security and safety from crime; for preventing crimes and other offenses; and for apprehending offenders and bringing them to justice;
- C. The Parties recognize that nothing in this Agreement shall represent a diminution or reduction of, nor prejudice or derogate from, aboriginal, treaty, constitutional or any other rights which have or may accrue to any of the Parties.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1: DEFINITIONS**

- 1.1 Unless otherwise stated, the following terms shall, for the purposes of this Agreement, have the following respective meanings:

- (a) **"By-Law"** means the Siksika Nation Policing By-Law enacted on June 26, 1991 by the Council, pursuant to the Indian Act, R.S.C. 1985, C.I-5;
- (b) **"Council"** means the Council of the Siksika Nation;
- (c) **"full policing responsibility"** means the responsibility to provide to the Reserve all policing services;
- (d) **"Implementation Committee"** means the Committee established under section 9 of this Agreement;
- (e) **"Review Committee"** means the Committee established under section 10 of this Agreement;
- (f) **"Reserve"** means the Siksika Indian Reserve No. 146;
- (g) **"Siksika Nation"** means the Siksika Nation Band, formerly known as the Blackfoot Indian Band;
- (h) **"Siksika Nation Police Commission"** means the body appointed under the By-Law to govern the Siksika Nation Police Service; and
- (i) **"Siksika Nation Police Service"** means the police service established by the Siksika Nation and operated pursuant to this Agreement.

## SECTION 2: PURPOSE

2.1 The purposes of this Agreement are:

- (1) to establish the terms, conditions and relationships among the parties for the development, operation of policing services for the Reserve, according to the policing implementation plan as set out in Schedule "A";
- (2) to provide funding for the Siksika Nation Police Service according to Schedule "B"; and
- (3) to operate the Siksika Nation Police Service, pursuant to the By-law.

2.2 In order to achieve the purposes of this Agreement and the concurrent exercise of responsibilities, the Chief and Council of the Siksika Nation authorize and approve the arrangements made in this Agreement pursuant to their authority and responsibility for the governance of the Siksika Nation and Alberta's Solicitor General authorizes and approves this Agreement as an arrangement under section 31 of the Alberta Police Act.

## SECTION 3: SCHEDULES

3.1 The following schedules are hereby incorporated into and constitute part of this Agreement:

Schedule "A" - Policing Implementation Plan for Siksika Nation Police Service  
 Schedule "B" - Multi-Year Funding Plan

#### **SECTION 4: TERM OF THIS AGREEMENT**

- 4.1 This Agreement shall be in effect from April 1, 1992, until March 31, 1996, subject to termination provisions contained in this Agreement.
- 4.2 Upon agreement of the parties prior to its expiry, the provisions of this Agreement shall remain in force pending a renewal, extension or renegotiation.

#### **SECTION 5: SIKSIKA NATION'S RESPONSIBILITIES**

- 5.1 The Siksika Nation shall proceed towards assuming full policing responsibility in the stages set out in Schedule "A" and, by the By-Law shall establish and operate the Siksika Nation Police Service consistent with this Agreement and the principles of the Police Act of Alberta.
- 5.2 The Siksika Nation shall ensure that the Siksika Nation Police Service shall during the term of this Agreement provide adequate and effective policing services for the Reserve.
- 5.3 The Siksika Nation shall ensure that the Siksika Nation Police Service maintains complete and up-to-date operational records and provides information pertaining to such records as Canada and Alberta may request.
- 5.4 The Siksika Nation shall establish the Siksika Nation Police Commission, pursuant to the By-Law and this Agreement and consistent with the principles set out in the Police Act of Alberta, to develop policies governing the management and operation of the Siksika Nation Police Service, establish grievance procedures, ensure accountability of the Siksika Nation Police Service to the community it serves and appoint a Chief of Police to administer the Siksika Nation Police Service.
- 5.5 The Siksika Nation shall provide or make provisions for adequate facilities which include:
  - (a) an area for the reception of the public;
  - (b) an area for secure processing and holding of a person detained, arrested or imprisoned; and
  - (c) secure area for the private meeting between a person and legal counsel.

#### **SECTION 6: ALBERTA'S RESPONSIBILITIES**

- 6.1 Alberta shall:
  - (a) determine minimum policing standards for use by the Siksika Nation Police Service and if necessary appoint the members of the Siksika Nation Police Service as peace officers;
  - (b) provide financial support as referred to in section 11 and set out in Schedule "B";
  - (c) provide professional policing advice through the office of the Director of Law Enforcement of the Department of the Solicitor General of Alberta;



- (d) provide an exemption for the Reserve under Section 5 of the Alberta Police Act in such manner as Alberta's Solicitor General deems appropriate;
  - (e) assess and advise, through representation on the Implementation Committee and the Review Committee, on the development of the Siksika Nation Police Service; and
  - (f) ensure adequate and effective policing is maintained on the Reserve by providing through tripartite process policy direction, program evaluation and financial reviews.
- 6.2 Acting on the recommendation of the Review Committee, Alberta's Solicitor General may, concurrently with the Siksika Nation Police Commission, assign to the Siksika Nation Police Service full policing responsibility and Alberta's Solicitor General may then withdraw the Provincial Police Service provided by the Royal Canadian Mounted Police pursuant to the Provincial Police Service Agreement between Canada and Alberta.
- 6.3 Where the Siksika Nation Police Commission is of the opinion that adequate and effective policing services cannot be provided by the Siksika Nation Police Service, it may request Alberta's Solicitor General to take such action that will ensure that adequate and effective policing services are resumed.
- 6.4 Where in the opinion of Alberta's Solicitor General adequate and effective policing services are not being maintained by the Siksika Nation Police Service, Alberta's Solicitor General may take such action to ensure that adequate and effective policing is resumed, including if necessary reassignment of the Provincial Police Service provided by the Royal Canadian Mounted Police pursuant to the Provincial Police Service Agreement between Canada and Alberta, to provide policing services on the Reserve with the withdrawal of the authority which he granted under section 6.2 of this Agreement.

## SECTION 7: CANADA'S RESPONSIBILITIES

- 7.1 Canada shall:
- (a) provide financial support as referred to in section 11 and set out in Schedule "B";
  - (b) assess and advise, through representation on the Implementation Committee and the Review Committee, on the development of the Siksika Nation Police Service; and
  - (c) through the tripartite process provide program evaluation and financial reviews during the term of the Agreement.

## SECTION 8: CO-ORDINATION

- 8.1 The Siksika Nation shall provide to officials of Canada and Alberta a copy of any proposed amendment to the By-Law at least 60 days prior to giving final reading by the Council to such amendment.
- 8.2 Alberta shall discuss with the Siksika Nation proposed changes to Alberta's policing policies and legislation which would directly affect any arrangements under this Agreement.

- 8.3 In the event the Police Act of Alberta is amended so as to affect arrangements under this Agreement or provisions in the By-Law, the parties agree to forthwith discuss possible changes to this Agreement, and the Siksika Nation agrees to consider amendments to the By-Law, if necessary, to ensure consistency with all statutory amendments.
- 8.4 The Parties agree to participate as members of tripartite negotiations and committees as all parties deem necessary.
- 8.5 Canada and Alberta agree that this Agreement is without prejudice to the Siksika Nation's self-government negotiations with Canada including any negotiations on the subject of policing.

## SECTION 9: IMPLEMENTATION COMMITTEE

- 9.1 The parties agree to establish an Implementation Committee consisting of the following representatives or their alternates:
- (a) 2 representatives of the Siksika Nation Police Commission;
  - (b) 1 representative of Alberta;
  - (c) 1 representative of Canada;
  - (d) 1 representative of the Royal Canadian Mounted Police "K" Division; and
  - (e) the Police Chief of the Siksika Nation Police Service.
- 9.2 The Implementation Committee is responsible for the implementation of Schedule "A" of this Agreement which includes the following:
- (a) develop terms of reference concerning:
    - (i) recruit field training;
    - (ii) training in the administration and operation of a police service; and
    - (iii) the transition of policing duties from the Royal Canadian Mounted Police to the Siksika Nation Police Service.
  - (b) assist the Siksika Nation Police Commission as required in:
    - (i) providing professional policing advice and information; and
    - (ii) developing policies and procedures concerning the operation of a police service;

(c) report regularly and as required to the Siksika Nation Police Commission and the Review Committee.

9.3 The Implementation Committee shall remain in existence until the Siksika Nation Police Service assumes full policing responsibility.

9.4 The Implementation Committee shall meet on such basis as it determines and may make rules governing the calling of its meetings, the procedures to be used at its meetings, the conduct of business at its meetings, reporting and any other matter as required.

## **SECTION 10: REVIEW COMMITTEE**

10.1 The parties agree to establish a Review Committee consisting of the following representatives or their alternates:

- (a) Alberta's Director of Law Enforcement, who shall be the Chairman;
- (b) the Chief Superintendent, Criminal Investigations, R.C.M.P. "K" Division;
- (c) the Chairman, and two additional representatives of the Siksika Nation Police Commission; and
- (d) a representative of Canada.

10.2 The Review Committee shall:

- (a) Review developmental progress of the Siksika Nation Police Service and recommend to the Siksika Nation Police Commission any action that will further development;
- (b) Determine developmental progress and readiness of the Siksika Nation Police Service to assume responsibility for the next level of occurrences and report that to the Siksika Nation Police Commission;
- (c) Report to the Alberta Solicitor General, Canada and the Siksika Nation Police Commission when the Siksika Nation Police Service is considered ready to assume full policing responsibility; and
- (d) Remain in place for one year after the Siksika Nation Police Service assumes full policing responsibility.

## **SECTION 11: FINANCIAL ARRANGEMENTS**

11.1 Subject to appropriations from the Parliament of Canada, Canada shall contribute to the Siksika Nation a sum of money for policing services on the Reserve in accordance with the funding levels outlined in Schedule "B".

- 11.2 Subject to appropriations of the Legislature of the Province of Alberta, Alberta shall contribute to the Siksika Nation a sum of money for policing services on the Reserve in accordance with the funding levels outlined in Schedule "B".
- 11.3 The budget for this Agreement is contained in Schedule "B".
- 11.4 Canada and Alberta shall fund the Siksika Nation Police Service at a rate of 48% for Alberta and 52% for Canada to a maximum of a sum necessary to achieve policing standards equivalent to the generally accepted policing standards in the Province of Alberta. The actual cost is not to exceed the negotiated cost identified in Schedule "B" for the policing services. The Siksika Nation may provide additional funding to further enhance policing services beyond the level provided for by the funding of Alberta and Canada.
- 11.5 Without precluding special arrangements, Canada and Alberta shall pay the Siksika Nation the sums set out in Schedule "B" in accordance with a mutually agreed upon cash flow based on the Siksika Nation Police Service's operating budget for each fiscal year.
- 11.6 The budget in Schedule "B" of this Agreement shall not cover additional costs incurred because of an unforeseeable and exceptional event of a temporary nature. The Parties agree to discuss any such exceptional event having an impact on policing costs.

## SECTION 12: REPORTING AND USE OF FUNDS

- 12.1 The Siksika Nation agrees to:
- (a) maintain financial records in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountants' Handbook;
  - (b) engage a professional accountant to prepare annual audited financial statements on its operations under this Agreement;
  - (c) submit to Canada and Alberta by June 30 following the end of each fiscal year during the term of this Agreement:
    - (i) a copy of the financial statements referred to in section 12.1(b); and
    - (ii) an annual program activity report which would include but not be limited to crime statistics, proactive policing and crime prevention initiatives, a determination of whether adequate policing is occurring and which demonstrates that the policing program is being implemented in accordance with Schedule "A"; and
  - (d) grant Canada and Alberta and their representatives the right of access at all reasonable hours to the Reserve and to the relevant Siksika Nation facilities, and to all financial and other records pertaining to this Agreement.



- 12.2 The Siksika Nation agrees to use the appropriated funds transferred by Canada and Alberta under Agreement solely for the delivery of policing program services as set out in Schedule "A". Funds unexpended at the end of each fiscal year may be retained by the Siksika Nation other than in the case of termination as outlined in Section 14 of this Agreement. The Siksika Nation is solely responsible for any deficit incurred and to manage its budget.

### SECTION 13: REMEDIAL ACTION

- 13.1 Remedial action as referred to in this section and section 14 shall be interpreted as any action which has, or may have, the effect of remedying any:
- (a) non-compliance by the Siksika Nation with any of the terms of this Agreement; or
  - (b) deficiencies of the Siksika Nation in the implementation of its obligations pursuant to this Agreement.
- 13.2 If the Siksika Nation's audited financial statements are qualified, denied an opinion, or indicate a deficiency, or if the annual program activity report indicates deficiencies in the implementation of its obligations pursuant to this Agreement, the Siksika Nation shall forthwith provide Canada and Alberta with a clear explanation of the causes of such deficiencies and may be required by Canada and Alberta to develop a remedial action plan to address these problems. The remedial action plan shall be submitted by the Siksika Nation for the approval of Canada and Alberta within the later of 90 days or another agreed upon period. If approved, the remedial action plan shall form part of this and successive arrangements in effect over the duration of the plan.
- 13.3 If the June 30 deadline for submitting the audited financial statements and the annual program activity report required by section 12 has not been met, Canada and Alberta may withhold further funds and may appoint an independent auditor, to whom the Siksika Nation agrees to provide access to all records and files related to this Agreement.
- 13.4 The Parties agree to make every reasonable effort to reach mutually acceptable remedial action plans for problems which may arise resulting from the administration of this Agreement. Where the remedial action plan undertaken by the Siksika Nation does not in the opinion of Canada and Alberta correct the problem, Canada and Alberta, in consultation with the Siksika Nation, shall have the right to initiate any remedial action deemed appropriate in order to ensure that Canada's and Alberta's responsibilities are met, public funds are safeguarded and the terms and conditions of this Agreement are complied with. Canada and Alberta shall advise the Siksika Nation accordingly in writing.
- 13.5 If agreement cannot be reached with the Siksika Nation on a remedial action plan within the time referred to in paragraph 13.2, Canada and Alberta may initiate any appropriate remedial actions.

## SECTION 14: TERMINATION

- 14.1 If remedial action is not in the opinion of Canada or Alberta successful, or if the Siksika Nation breaches any other provision of this Agreement not expressly referred to in section 13, Canada or Alberta may terminate this Agreement upon giving such period of notice in writing as it deems appropriate.
- 14.2 In addition to any other method provided for terminating this Agreement, any party may terminate this Agreement as of March 31 of any year during the term of the Agreement, by serving at least 90 days notice in writing on the other parties indicating the intent and reasons for such termination.
- 14.3 If this Agreement is terminated by any party, decisions will be made by Canada, Alberta and the Siksika Nation at that time regarding the nature, scope and conditions of the services to continue to be delivered. Such decision will be communicated in writing.
- 14.4 Upon termination of this Agreement by any party,
  - (a) the Siksika Nation shall:
    - (i) ensure that all outstanding accounts have been satisfied for services rendered up to and including the day of termination; and
    - (ii) refund all unexpended funds to Canada and Alberta within 90 days of the termination of this Agreement; and
  - (b) Canada and Alberta shall pay the Siksika Nation for services provided up to the termination date as well as reasonable costs necessary in the opinion of Canada and Alberta arising after the termination date from this Agreement or its termination. All decisions pertaining to termination will be communicated in writing.

## SECTION 15: LIABILITY

- 15.1 The Siksika Nation shall indemnify and hold harmless Canada and Alberta and their respective employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any act or omission of the Siksika Nation, its employees or agents, in the performance by the Siksika Nation of this Agreement. Such indemnity shall survive this Agreement.
- 15.2 Neither Canada nor Alberta shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Siksika Nation, its employees or agents in the performance of this Agreement.



- 15.3 The Siksika Nation shall, without limiting its obligations herein, insure its operations under a contract of Comprehensive or Commercial General Liability, with an insurer licensed in Alberta, in an amount of not less than \$5,000,000.00 per occurrence insuring against bodily injury, personal injury, and property damage including loss of use thereof. Such insurance shall include a blanket contract liability.
- 15.4 The Siksika Nation shall maintain automobile liability insurance in an amount not less than \$1,000,000.00 on all vehicles owned, operated or licensed in the name of the Siksika Nation and used in the performance of this Agreement.
- 15.5 Proof of all required insurance, in a form acceptable to Canada and Alberta, shall be promptly provided to Canada and Alberta upon request.

## SECTION 16: EVALUATION

- 16.1 The operation and administration of the Siksika Nation Police Service and the Siksika Nation Police Commission will be the subject of an independent evaluation, completed by evaluators to be selected by the Parties to this Agreement, and jointly funded by Canada and Alberta.
- 16.2 The purpose of the evaluation shall be to establish the effectiveness of the Siksika Nation Police Service and to determine the future direction of the service and its funding requirements.
- 16.3 The parties agree to complete an evaluation prior to the expiry of the term of this Agreement.

## SECTION 17: NOTICE

- 17.1 Any notice, request, demand or other document required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by prepaid registered mail or by facsimile as follows or to such other address or facsimile as is at any time specified in notice provided by a party in accordance herewith to the other parties;

(a) To the Siksika Nation:

Siksika Nation Administration  
P.O. Box 249  
Gleichen, Alberta  
T0J 1N0

FAX: (403) 734-5110

(b) To Alberta:

Solicitor General of Alberta  
319 Legislature Building  
Edmonton, Alberta  
T5K 2B6

FAX: (403) 427-5916

(c) To Canada:

Until March 31, 1992;  
Indian and Northern Affairs Canada  
6th Floor, Canada Place  
9700 Jasper Avenue  
Edmonton, Alberta  
T5J 4G2  
FAX: (403) 495-3779

and thereafter;

Solicitor General of Canada  
340 Laurier Avenue West  
Ottawa, Ontario  
K1A 0P8  
FAX: (613) 993-5252

17.2 Any writing given in the manner set out in section 17.1 shall be deemed given if and when personally delivered or, if mailed in the manner therein provided, shall be deemed given five (5) business days after posting. Any notice transmitted by facsimile shall be deemed given and received on the date of transmission if received during the normal business hours of the recipient, or on the first business day after its transmission if it is received after the end of normal business hours on the date of its transmission.

17.3 In the event of disruption or threatened disruption of regular mail services by strike or threatened strike, all such notices, requests, demands or other documents shall be deemed to have been duly given only if personally delivered or sent by facsimile in the manner provided in sections 17.1 and 17.2.

## **SECTION 18: GENERAL PROVISIONS**

18.1 The Preamble is incorporated into and forms a part of this Agreement.

18.2 The headings are inserted for convenience of reference only and do not form a part of and are not to be used in the construction or interpretation of this Agreement or any portions thereof.

- 18.3 This Agreement shall be governed by and interpreted in accordance with the laws in force in Province of Alberta.
- 18.4 Each of the parties shall take all actions as are reasonably within its power to control, and use its efforts to cause other actions to be taken which are not within its power to control, so as to fully comply with any conditions set out in this Agreement.
- 18.5 Time shall be of the essence of this Agreement.
- 18.6 Should any provision of this Agreement, in whole or in part, be or become invalid, illegal or incapable of performance, the validity or legality of the remaining provisions of this Agreement shall be thereby affected. In any such case, in lieu of the invalid, illegal or inoperative provision, Agreement shall be applied or interpreted in a reasonable manner which so far as legally permissible comes as close as possible to the application that the parties intended or would have intended according to the sense and purpose of this Agreement had they known of the invalidity, illegality or inoperativeness at the time of the execution of this Agreement.
- 18.7 A waiver of any breach of this Agreement or of any of the terms or conditions by any party to Agreement shall not be deemed a waiver of any continued or future breach. The failure of any party to complain about a default of the terms of the Agreement shall not be construed as a waiver, irrespective of how long such failure to act continues.
- 18.8 In the event of inconsistency between the terms of this Agreement and any of its Schedules, the terms of this Agreement shall govern, followed by the terms of Schedule "A" secondly, Schedule "B" thirdly and finally by the terms of any subsequent schedule then in force.
- 18.9 This Agreement may be amended from time to time by agreement by all parties.

18.10 No member of the House of Commons of Canada shall be admitted to any share or part of this Agreement or any benefits therefrom.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

THE SIKSIKA NATION

[Signature]  
Chief, Siksika Nation

[Signature]  
Witness

[Signature]  
Council Member

[Signature]  
Witness

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Council Member

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Council Member

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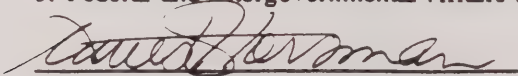
[Signature]  
Witness


**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA**

  
Solicitor General


  
Witness


Approved pursuant to the Alberta Department  
of Federal and Intergovernmental Affairs Act,


  
Minister of Federal and Intergovernmental Affairs

  
Witness

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

  
Minister of Indian Affairs and Northern Development

  
Witness

  
Solicitor General of Canada

  
Witness

**SCHEDULE A**  
**SIKSIKA NATION POLICE SERVICE**  
**POLICING IMPLEMENTATION PLAN**  
**1992/93 TO 1995/96**





SCHEDULE OF EVENTS

1. Working Committee completes Policing Plan - March 31, 1991
2. Review of Policing Plan by the Deputy Solicitor General and Chief Crowfoot - April 11, 1991
3. Approval by Review Committee - May 1, 1991
4. Submission of Policing Plan to the Solicitor General - May 1, 1991
5. Establishment of By-law - May 15, 1991
6. Establishment of Police Commission - May 15, 1991
7. Police Commission approval of policing plan and procedures outlined by the Chief of Police - June 1, 1991
8. Phase I - Recruit Training - October 7, 1991
9. Phase II - Field Training - March 1, 1992 - August 31, 1992
10. Phase III - Stage 1 Category "A" Occurrences - September 1, 1992 - May 31, 1993

11. Review Committee considers progress before approving move to Category "B"
12. Phase III - Stage 2 Category "B" Occurrences - June 1, 1993 - February 28, 1994
13. Review by Review Committee - If appropriate to make recommendation to the Solicitor General of Alberta for the Siksika Nation Police Service to assume full policing responsibilities - January, 1994
14. Letter from the Solicitor General of Alberta providing an exemption pursuant to the Alberta Police Act, and transferring policing responsibilities for the reserve to the Siksika Nation Police Service.

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# I INTRODUCTION

## A. Siksika Nation

The Siksika Nation is comprised of the Blackfoot Indian Band and is located on a reserve that is approximately 150 kilometres east of the City of Calgary. The reserve encompasses 71,014 hectares (175,406 acres) and is the second largest reserve in Canada. The population is approximately 4,100.

The main access roads to the reserve are Highways #901, #547 and #842. The Town of Gleichen and the Town of Cluny are located close to the reserve and are the main commercial centres. The Canadian National Railway and the Greyhound Bus Lines offer service to the Town of Gleichen.

Agriculture is one of the main sources of employment on the reserve. Almost 60% of the reserve land is suitable for agricultural production. The remaining 40% is grazing land. Major crops which can be grown are: wheat, oats, barley, flax, canola, durum wheat, and perennial forages.

Oil and gas leases on the reserve provide some income and employment opportunities.

Band-owned businesses situated in a strip mall on the reserve and the Band Administration account for additional on-reserve employment. There are also a number of band members who work in the City of Calgary.

The Siksika Nation has two elementary schools on the reserve which are totally controlled by the Siksika Education Department, however, the majority of students are bussed to neighboring towns (Strathmore, Vulcan, Bassano, Arrowwood) as are high school students.

Old Sun College is a band-run facility which provides upgrading courses as well as transfer courses offered by S.A.I.T., A.V.C., and Mount Royal College.

Recreational facilities include the new Deerfoot Sportsplex, an arena, and a golf course at the band-owned Siksika Resort. Numerous ball diamonds are also available on the reserve.

Medical services are available on the reserve at the Siksika Medicine Lodge. The clinic provides the services of doctors, optometrists and dentists. Nursing staff are on duty from 8:00 am until 11:00 pm. A psychologist is also available on a regular basis.

Since shortly after the formation of the reserve, the Siksika Nation has been divided geographically by religion. Indian Affairs decreed the east half of the Reserve to be Roman Catholic and the west to be Anglican. Each side was required to attend the appropriate church-run school. Such regulations are maintained by the law to this day in the Indian Act. The influence of other religious denominations has arisen; however, Anglican and Roman Catholic are the only religions to be officially recognized.

The population on the reserve is primarily comprised of young people. One reason for this is the high mortality rate amongst adults resulting in an overall shortened life expectancy compared to Canada's non-native population. As a result, the Siksika Na-



tion Police Service recognizes the need for youth programs and is attempting to address the youth alcohol and suicide problems.

The criminal activity in the area is alcohol related. The most common offences are crimes committed against the person including Common Assault, Assault Causing Bodily Harm and Sexual Assault. Property offences including Theft and Break and Enter are the second most common offences followed by Impaired Driving.

## **B. Siksika Law Enforcement**

The present Siksika Law Enforcement Department has been in existence since July of 1989. Under Section 42 of the Police Act members are appointed as special constables with the authority to enforce the following legislation within the Blackfoot Indian Reserve No. 146 relating to:

- The Band By-Laws
- The Indian Act (Canada)
- The Litter Act
- The Liquor Control Act
- The Highway Traffic Act
- The Motor Transport Act
- The Motor Vehicle Administration Act
- the Off-Highway Vehicle Act
- The Young Offenders Act (Alberta)
- The Young Offenders Act (Canada)
- The Animal Protection Act

Members are permitted to carry a shotgun.

The Siksika Law Enforcement Department employs a chief constable and four special constables.

## **B. Statement of Intent**

The Siksika Nation proposes the establishment of a police service that will have full policing responsibility on their Reserve.

THIS AGREEMENT made as of the 15 day of June, 1992.

AMONG:

THE SIKSIKA NATION,  
represented by its Chief and Council  
(herein referred to as the "Siksika Nation")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,  
as represented by the  
Solicitor General  
(herein referred to as "Alberta")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,  
as represented by the Minister of Indian Affairs  
and Northern Development and the Solicitor General of Canada  
(herein referred to as "Canada")

**WHEREAS:**

- A. The Parties wish to cooperate in the development and implementation of effective and efficient policing services for the Reserve, consistent with the aspirations of the Siksika Nation, the principles of the Police Act of Alberta and the Federal Indian Policing Policy (June, 1991);
- B. The Siksika Nation wishes the Siksika Nation Police Service to be responsible for maintaining peace, order and public security; for providing the residents on the Reserve with a sense of security and safety from crime; for preventing crimes and other offenses; and for apprehending offenders and bringing them to justice;
- C. The Parties recognize that nothing in this Agreement shall represent a diminution or reduction of, nor prejudice or derogate from, aboriginal, treaty, constitutional or any other rights which have or may accrue to any of the Parties.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1: DEFINITIONS**

1.1 Unless otherwise stated, the following terms shall, for the purposes of this Agreement, have the following respective meanings:

- (a) "By-Law" means the Siksika Nation Policing By-Law enacted on June 26, 1991, by the Council pursuant to the Indian Act, R.S.C. 1985, C.I-5;
- (b) "Council" means the Council of the Siksika Nation;
- (c) "full policing responsibility" means the responsibility to provide to the Reserve all policing services;
- (d) "Implementation Committee" means the Committee established under section 9 of this Agreement;
- (e) "Review Committee" means the Committee established under section 10 of this Agreement;
- (f) "Reserve" means the Siksika Indian Reserve No. 146;
- (g) "Siksika Nation" means the Siksika Nation Band, formerly known as the Blackfoot Indian Band;
- (h) "Siksika Nation Police Commission" means the body appointed under the By-Law to govern the Siksika Nation Police Service; and
- (i) "Siksika Nation Police Service" means the police service established by the Siksika Nation operated pursuant to this Agreement.

## SECTION 2: PURPOSE

### 2.1 The purposes of this Agreement are:

- (1) to establish the terms, conditions and relationships among the parties for the development, operation of policing services for the Reserve, according to the policing implementation plan as set out in Schedule "A";
- (2) to provide funding for the Siksika Nation Police Service according to Schedule "B"; and
- (3) to operate the Siksika Nation Police Service, pursuant to the By-law.

### 2.2 In order to achieve the purposes of this Agreement and the concurrent exercise of responsibilities, the Chief and Council of the Siksika Nation authorize and approve the arrangements made in this Agreement pursuant to their authority and responsibility for the governance of the Siksika Nation. Alberta's Solicitor General authorizes and approves this Agreement as an arrangement under section 87 of the Alberta Police Act.

## SECTION 3: SCHEDULES

### 3.1 The following schedules are hereby incorporated into and constitute part of this Agreement:

- Schedule "A" - Policing Implementation Plan for Siksika Nation Police Service
- Schedule "B" - Multi-Year Funding Plan

## **SECTION 4: TERM OF THIS AGREEMENT**

- 4.1 This Agreement shall be in effect from April 1, 1992, until March 31, 1996, subject to termination provisions contained in this Agreement.
- 4.2 Upon agreement of the parties prior to its expiry, the provisions of this Agreement shall remain in force pending a renewal, extension or renegotiation.

## **SECTION 5: SIKSIKA NATION'S RESPONSIBILITIES**

- 5.1 The Siksika Nation shall proceed towards assuming full policing responsibility in the stages set out in Schedule "A" and, by the By-Law shall establish and operate the Siksika Nation Police Service consistent with this Agreement and the principles of the Police Act of Alberta.
- 5.2 The Siksika Nation shall ensure that the Siksika Nation Police Service shall during the term of this Agreement provide adequate and effective policing services for the Reserve.
- 5.3 The Siksika Nation shall ensure that the Siksika Nation Police Service maintains complete and up-to-date operational records and provides information pertaining to such records as Canada and Alberta may request.
- 5.4 The Siksika Nation shall establish the Siksika Nation Police Commission, pursuant to the By-Law and this Agreement and consistent with the principles set out in the Police Act of Alberta, to develop policies governing the management and operation of the Siksika Nation Police Service, establish grievance procedures, ensure accountability of the Siksika Nation Police Service to the community it serves and appoint a Chief of Police to administer the Siksika Nation Police Service.
- 5.5 The Siksika Nation shall provide or make provisions for adequate facilities which include:
  - (a) an area for the reception of the public;
  - (b) an area for secure processing and holding of a person detained, arrested or imprisoned; and
  - (c) secure area for the private meeting between a person and legal counsel.

## **SECTION 6: ALBERTA'S RESPONSIBILITIES**

- 6.1 Alberta shall:
  - (a) determine minimum policing standards for use by the Siksika Nation Police Service and, if necessary appoint the members of the Siksika Nation Police Service as peace officers;
  - (b) provide financial support as referred to in section 11 and set out in Schedule "B";
  - (c) provide professional policing advice through the office of the Director of Law Enforcement or the Department of the Solicitor General of Alberta;



- (d) provide an exemption for the Reserve under Section 5 of the Alberta Police Act in such manner as Alberta's Solicitor General deems appropriate;
  - (e) assess and advise, through representation on the Implementation Committee and the Review Committee, on the development of the Siksika Nation Police Service; and
  - (f) ensure adequate and effective policing is maintained on the Reserve by providing through the tripartite process policy direction, program evaluation and financial reviews.
- 6.2 Acting on the recommendation of the Review Committee, Alberta's Solicitor General may, concurrently with the Siksika Nation Police Commission, assign to the Siksika Nation Police Service full police responsibility and Alberta's Solicitor General may then withdraw the Provincial Police Service provided by the Royal Canadian Mounted Police pursuant to the Provincial Police Service Agreement between Canada and Alberta.
- 6.3 Where the Siksika Nation Police Commission is of the opinion that adequate and effective police services cannot be provided by the Siksika Nation Police Service, it may request Alberta's Solicitor General to take such action that will ensure that adequate and effective policing services are resumed.
- 6.4 Where in the opinion of Alberta's Solicitor General adequate and effective policing services are being maintained by the Siksika Nation Police Service, Alberta's Solicitor General may take such action to ensure that adequate and effective policing is resumed, including if necessary reassignment of Provincial Police Service provided by the Royal Canadian Mounted Police pursuant to the Provincial Police Service Agreement between Canada and Alberta, to provide policing services on the Reserve upon withdrawal of the authority which he granted under section 6.2 of this Agreement.

## SECTION 7: CANADA'S RESPONSIBILITIES

### 7.1 Canada shall:

- (a) provide financial support as referred to in section 11 and set out in Schedule "B";
- (b) assess and advise, through representation on the Implementation Committee and the Review Committee, on the development of the Siksika Nation Police Service; and
- (c) through the tripartite process provide program evaluation and financial reviews during the term of the Agreement.

## SECTION 8: CO-ORDINATION

- 8.1 The Siksika Nation shall provide to officials of Canada and Alberta a copy of any proposed amendment to the By-Law at least 60 days prior to giving final reading by the Council to such amendment.
- 8.2 Alberta shall discuss with the Siksika Nation proposed changes to Alberta's policing policies and legislation which would directly affect any arrangements under this Agreement.

- 8.3 In the event the Police Act of Alberta is amended so as to affect arrangements under this Agreement or provisions in the By-Law, the parties agree to forthwith discuss possible changes to this Agreement and the Siksika Nation agrees to consider amendments to the By-Law, if necessary, to ensure consistency with all statutory amendments.
- 8.4 The Parties agree to participate as members of tripartite negotiations and committees as all parties deem necessary.
- 8.5 Canada and Alberta agree that this Agreement is without prejudice to the Siksika Nation's self-government negotiations with Canada including any negotiations on the subject of policing.

## SECTION 9: IMPLEMENTATION COMMITTEE

- 9.1 The parties agree to establish an Implementation Committee consisting of the following representatives or their alternates:
- (a) 2 representatives of the Siksika Nation Police Commission;
  - (b) 1 representative of Alberta;
  - (c) 1 representative of Canada;
  - (d) 1 representative of the Royal Canadian Mounted Police "K" Division; and
  - (e) the Police Chief of the Siksika Nation Police Service.
- 9.2 The Implementation Committee is responsible for the implementation of Schedule "A" of this Agreement which includes the following:
- (a) develop terms of reference concerning:
    - (i) recruit field training;
    - (ii) training in the administration and operation of a police service; and
    - (iii) the transition of policing duties from the Royal Canadian Mounted Police to the Siksika Nation Police Service.
  - (b) assist the Siksika Nation Police Commission as required in:
    - (i) providing professional policing advice and information; and
    - (ii) developing policies and procedures concerning the operation of a police service;



- (c) report regularly and as required to the Siksika Nation Police Commission and the Review Committee
- 9.3 The Implementation Committee shall remain in existence until the Siksika Nation Police Service assumes full policing responsibility.
- 9.4 The Implementation Committee shall meet on such basis as it determines and may make rules governing the calling of its meetings, the procedures to be used at its meetings, the conduct of business at its meetings, reporting and any other matter as required.

## SECTION 10: REVIEW COMMITTEE

- 10.1 The parties agree to establish a Review Committee consisting of the following representatives or alternates:
  - (a) Alberta's Director of Law Enforcement, who shall be the Chairman;
  - (b) the Chief Superintendent, Criminal Investigations, R.C.M.P. "K" Division;
  - (c) the Chairman, and two additional representatives of the Siksika Nation Police Commission;
  - (d) a representative of Canada.
- 10.2 The Review Committee shall:
  - (a) Review developmental progress of the Siksika Nation Police Service and recommend to the Siksika Nation Police Commission any action that will further development;
  - (b) Determine developmental progress and readiness of the Siksika Nation Police Service to assume responsibility for the next level of occurrences and report that to the Siksika Nation Police Commission;
  - (c) Report to the Alberta Solicitor General, Canada and the Siksika Nation Police Commission that the Siksika Nation Police Service is considered ready to assume full policing responsibility;
  - (d) Remain in place for one year after the Siksika Nation Police Service assumes full policing responsibility.

## SECTION 11: FINANCIAL ARRANGEMENTS

- 11.1 Subject to appropriations from the Parliament of Canada, Canada shall contribute to the Siksika Nation a sum of money for policing services on the Reserve in accordance with the funding levels outlined in Schedule "B".

- 11.2 Subject to appropriations of the Legislature of the Province of Alberta, Alberta shall contribute to the Siksika Nation a sum of money for policing services on the Reserve in accordance with the funding levels outlined in Schedule "B".
- 11.3 The budget for this Agreement is contained in Schedule "B".
- 11.4 Canada and Alberta shall fund the Siksika Nation Police Service at a rate of 48% for Alberta and 52% for Canada to a maximum of a sum necessary to achieve policing standards equivalent to the generally accepted policing standards in the Province of Alberta. The actual cost is not to exceed the negotiated cost identified in Schedule "B" for the policing services. The Siksika Nation may provide additional funding to further enhance policing services beyond the level provided for by the funding of Alberta and Canada.
- 11.5 Without precluding special arrangements, Canada and Alberta shall pay the Siksika Nation the sums set out in Schedule "B" in accordance with a mutually agreed upon cash flow based on the Siksika Nation Police Service's operating budget for each fiscal year.
- 11.6 The budget in Schedule "B" of this Agreement shall not cover additional costs incurred because of an unforeseeable and exceptional event of a temporary nature. The Parties agree to discuss any such exceptional event having an impact on policing costs.

## SECTION 12: REPORTING AND USE OF FUNDS

- 12.1 The Siksika Nation agrees to:
- (a) maintain financial records in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountants' Handbook;
  - (b) engage a professional accountant to prepare annual audited financial statements on its operations under this Agreement;
  - (c) submit to Canada and Alberta by June 30 following the end of each fiscal year during the term of this Agreement:
    - (i) a copy of the financial statements referred to in section 12.1(b); and
    - (ii) an annual program activity report which would include but not be limited to crime statistics, proactive policing and crime prevention initiatives, a determination of whether adequate policing is occurring and which demonstrates that the policing program is being implemented in accordance with Schedule "A"; and
  - (d) grant Canada and Alberta and their representatives the right of access at all reasonable hours to the Reserve and to the relevant Siksika Nation facilities, and to all financial and other records pertaining to this Agreement.

- 12.2 The Siksika Nation agrees to use the appropriated funds transferred by Canada and Alberta under this Agreement solely for the delivery of policing program services as set out in Schedule "A". Funds unexpended at the end of each fiscal year may be retained by the Siksika Nation other than in the event of termination as outlined in Section 14 of this Agreement. The Siksika Nation is solely responsible for any deficit incurred and to manage its budget.

## SECTION 13: REMEDIAL ACTION

- 13.1 Remedial action as referred to in this section and section 14 shall be interpreted as any action which has, or may have, the effect of remedying any:
- (a) non-compliance by the Siksika Nation with any of the terms of this Agreement; or
  - (b) deficiencies of the Siksika Nation in the implementation of its obligations pursuant to this Agreement.
- 13.2 If the Siksika Nation's audited financial statements are qualified, denied an opinion, or indicate a deficiency, or if the annual program activity report indicates deficiencies in the implementation of its obligations pursuant to this Agreement, the Siksika Nation shall forthwith provide Canada and Alberta with a detailed explanation of the causes of such deficiencies and may be required by Canada and Alberta to develop a remedial action plan to address these problems. The remedial action plan shall be submitted by the Siksika Nation for the approval of Canada and Alberta within the later of 90 days or another agreed upon period. If approved, the remedial action plan shall form part of this and successive arrangements in effect over the duration of the plan.
- 13.3 If the June 30 deadline for submitting the audited financial statements and the annual program activity report required by section 12 has not been met, Canada and Alberta may withhold further funding and may appoint an independent auditor, to whom the Siksika Nation agrees to provide access to all records and files related to this Agreement.
- 13.4 The Parties agree to make every reasonable effort to reach mutually acceptable remedial action plans to address problems which may arise resulting from the administration of this Agreement. Where the remedial action plan undertaken by the Siksika Nation does not in the opinion of Canada and Alberta correct the problem, Canada and Alberta, in consultation with the Siksika Nation, shall have the right to initiate any remedial action deemed appropriate in order to ensure that Canada's and Alberta's responsibilities are met, public funds are safeguarded and the terms and conditions of this Agreement are complied with. Canada and Alberta shall advise the Siksika Nation accordingly in writing.
- 13.5 If agreement cannot be reached with the Siksika Nation on a remedial action plan within the time referred to in paragraph 13.2, Canada and Alberta may initiate any appropriate remedial actions.

## SECTION 14: TERMINATION

- 14.1 If remedial action is not in the opinion of Canada or Alberta successful, or if the Siksika Nation breaches any other provision of this Agreement not expressly referred to in section 13, Canada or Alberta may terminate this Agreement upon giving such period of notice in writing as it seems appropriate.
- 14.2 In addition to any other method provided for terminating this Agreement, any party may terminate this Agreement as of March 31 of any year during the term of the Agreement, by serving at least 90 days notice in writing on the other parties indicating the intent and reasons for such termination.
- 14.3 If this Agreement is terminated by any party, decisions will be made by Canada, Alberta and the Siksika Nation at that time regarding the nature, scope and conditions of the services to continue to be delivered. Such decision will be communicated in writing.
- 14.4 Upon termination of this Agreement by any party,
- (a) the Siksika Nation shall:
    - (i) ensure that all outstanding accounts have been satisfied for services rendered up to and including the day of termination; and
    - (ii) refund all unexpended funds to Canada and Alberta within 90 days of the termination of this Agreement; and
  - (b) Canada and Alberta shall pay the Siksika Nation for services provided up to the termination date as well as reasonable costs necessary in the opinion of Canada and Alberta arising after the termination date from this Agreement or its termination. All decisions pertaining to termination will be communicated in writing.

## SECTION 15: LIABILITY

- 15.1 The Siksika Nation shall indemnify and hold harmless Canada and Alberta and their respective employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any act or omission of the Siksika Nation, its employees or agents, in the performance by the Siksika Nation of this Agreement. Such indemnity shall survive this Agreement.
- 15.2 Neither Canada nor Alberta shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Siksika Nation, its employees or agents in the performance of this Agreement.



- 15.3 The Siksika Nation shall, without limiting its obligations herein, insure its operations under a policy of Comprehensive or Commercial General Liability, with an insurer licensed in Alberta, in an amount of not less than \$5,000,000.00 per occurrence insuring against bodily injury, personal injury, property damage including loss of use thereof. Such insurance shall include a blanket contract liability.
- 15.4 The Siksika Nation shall maintain automobile liability insurance in an amount not less than \$1,000,000.00 on all vehicles owned, operated or licensed in the name of the Siksika Nation and in the performance of this Agreement.
- 15.5 Proof of all required insurance, in a form acceptable to Canada and Alberta, shall be promptly provided to Canada and Alberta upon request.

## SECTION 16: EVALUATION

- 16.1 The operation and administration of the Siksika Nation Police Service and the Siksika Nation Commission will be the subject of an independent evaluation, completed by evaluators to be selected by the Parties to this Agreement, and jointly funded by Canada and Alberta.
- 16.2 The purpose of the evaluation shall be to establish the effectiveness of the Siksika Nation Police Service and to determine the future direction of the service and its funding requirements.
- 16.3 The parties agree to complete an evaluation prior to the expiry of the term of this Agreement.

## SECTION 17: NOTICE

- 17.1 Any notice, request, demand or other document required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by registered mail or by facsimile as follows or to such other address or facsimile as is at any time provided by a party in accordance herewith to the other parties;

(a) To the Siksika Nation:

Siksika Nation Administration  
P.O. Box 249  
Gleichen, Alberta  
T0J 1N0

FAX: (403) 734-5110

(b) To Alberta:

Solicitor General of Alberta  
319 Legislature Building  
Edmonton, Alberta  
T5K 2B6

FAX: (403) 427-5916

(c) To Canada:

Until March 31, 1992;  
Indian and Northern Affairs Canada  
6th Floor, Canada Place  
9700 Jasper Avenue  
Edmonton, Alberta  
T5J 4G2  
FAX: (403) 495-3779

and thereafter;

Solicitor General of Canada  
340 Laurier Avenue West  
Ottawa, Ontario  
K1A 0P8  
FAX: (613) 993-5252

- 17.2 Any writing given in the manner set out in section 17.1 shall be deemed given if and when personally delivered or, if mailed in the manner therein provided, shall be deemed given five (5) business days after posting. Any notice transmitted by facsimile shall be deemed given and received on the date of transmission if received during the normal business hours of the recipient, or on the first business day after its transmission if it is received after the end of normal business hours on the date of its transmission.
- 17.3 In the event of disruption or threatened disruption of regular mail services by strike or threatened strike, all such notices, requests, demands or other documents shall be deemed to have been duly given only if personally delivered or sent by facsimile in the manner provided in sections 17.1 and 17.2.

## SECTION 18: GENERAL PROVISIONS

- 18.1 The Preamble is incorporated into and forms a part of this Agreement.
- 18.2 The headings are inserted for convenience of reference only and do not form a part of and are not to be used in the construction or interpretation of this Agreement or any portions thereof.



- 18.3 This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Alberta.
- 18.4 Each of the parties shall take all actions as are reasonably within its power to control, and use its efforts to cause other actions to be taken which are not within its power to control, so as to fully comply with any conditions set out in this Agreement.
- 18.5 Time shall be of the essence of this Agreement.
- 18.6 Should any provision of this Agreement, in whole or in part, be or become invalid, illegal or incapable of performance, the validity or legality of the remaining provisions of this Agreement shall not be thereby affected. In any such case, in lieu of the invalid, illegal or inoperative provision, this Agreement shall be applied or interpreted in a reasonable manner which so far as legally permissible comes as close as possible to the application that the parties intended or would have intended according to the sense and purpose of this Agreement had they known of the invalidity, illegality or inoperativeness at the time of the execution of this Agreement.
- 18.7 A waiver of any breach of this Agreement or of any of the terms or conditions by any party to this Agreement shall not be deemed a waiver of any continued or future breach. The failure of any party to complain about a default of the terms of the Agreement shall not be construed as a waiver, irrespective of how long such failure to act continues.
- 18.8 In the event of inconsistency between the terms of this Agreement and any of its Schedules, the terms of this Agreement shall govern, followed by the terms of Schedule "A" secondly, Schedule "B" thirdly, and finally by the terms of any subsequent schedule then in force.
- 18.9 This Agreement may be amended from time to time by agreement by all parties.

18.10 No member of the House of Commons of Canada shall be admitted to any share or part of the Agreement or any benefits therefrom.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

THE SIKSIKA NATION

[Signature]  
Chief, Siksika Nation

[Signature]  
Witness

[Signature]  
Council Member

[Signature]  
Witness

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Council Member

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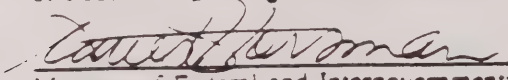
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HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA

  
Solicitor General

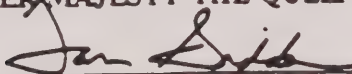
  
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Approved pursuant to the Alberta Department  
of Federal and Intergovernmental Affairs Act.

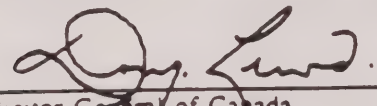
  
Minister of Federal and Intergovernmental Affairs


  
Witness

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

  
Minister of Indian Affairs and Northern Development

  
Witness

  
Solicitor General of Canada

  
Witness

**SCHEDULE A**  
**SIKSIKA NATION POLICE SERVICE**  
**POLICING IMPLEMENTATION PLAN**  
**1992/93 TO 1995/96**

## SCHEDULE OF EVENTS

1. Working Committee completes Policing Plan - March 31, 1991
2. Review of Policing Plan by the Deputy Solicitor General and Chief Crowfoot  
April 11, 1991
3. Approval by Review Committee - May 1, 1991
4. Submission of Policing Plan to the Solicitor General - May 1, 1991
5. Establishment of By-law - May 15, 1991
6. Establishment of Police Commission - May 15, 1991
7. Police Commission approval of policing plan and procedures outlined by  
Chief of Police - June 1, 1991
8. Phase I - Recruit Training - October 7, 1991
9. Phase II - Field Training - March 1, 1992 - August 31, 1992
10. Phase III - Stage 1 Category "A" Occurrences - September 1, 1992 - May 31, 1993

11. Review Committee considers progress before approving move to Category "B"
12. Phase III - Stage 2 Category "B" Occurrences - June 1, 1993 - February 28, 1994
13. Review by Review Committee - If appropriate to make recommendation to the Solicitor General of Alberta for the Siksika Nation Police Service to assume full policing responsibilities - January, 1994
14. Letter from the Solicitor General of Alberta providing an exemption pursuant to the Alberta Police Act, and transferring policing responsibilities for the reserve to the Siksika Nation Police Service.



The Siksika Police Service, as part of the criminal justice system, will be responsible for maintaining peace, order and public security, for preventing crime and offences, for apprehending offenders and bringing them to justice, and for addressing the fears and concerns of the residents on the reserve with respect to crime. The primary focus will be on crime prevention and understanding and responding to the needs of the reserve. Positive community relations are essential to providing services required by the community. The police will perform all things required of police under the Alberta Police Act, other laws addressing peace officers, and common law.

The police officers employed by the Siksika Nation Police Service will abide by Code of Conduct as stipulated in the Police Service Regulations.

### Long Range Objectives

1. To be a culturally sensitive police service able to meet the unique needs of the reserve.
2. To promote community understanding that the true measure of police effectiveness is the absence of crime and disorder, not the visible evidence of police action in dealing with them.
3. To secure the co-operation of the members of the reserve in voluntary observance of laws through developing strong communication between police officers and residents.
4. To maximize individual and collective skills with the Siksika Nation Police Service in terms of crime prevention, crime detection, and traffic safety.
5. To promote a police professionalism by demonstrating impartial application of law, and by offering service to all members of the public without regard to race, religion or social standing.

6. To use only the minimum force required on any occasion and only when persuasion, advice and warning is found to be insufficient to obtain public observance of the law.
7. To maximize the potential of all members through establishing or accessing educational and developmental programs.
8. To ensure that the police service is cost effective.

### **C. Terms of Reference**

In order to meet the aforementioned goals the following schedule for assuming responsibility is proposed:

#### **Phase I - Police Officer Recruit Training**

The Solicitor General's Department will provide Police Officer Basic Training to members of the Siksika Nation Police Service at the Staff College.

#### **Phase II - Recruit Field Training**

The R.C.M.P. will provide recruit field training for a period of six months commencing at the conclusion of basic training.

Until the development period is complete and the Solicitor General has assigned responsibility for policing the reserve to the Siksika Nation Police Service, responsibility for providing policing services to the Siksika Nation will be held by the R.C.M.P. Siksika Nation Police Service members will work under the direction of the R.C.M.P. during the recruit field training, and other developmental processes as agreed by both parties.

### **3. Phase III - Categories of Occurrences**

This is a period of graduated delegation of responsibility for selected occurrences. The R.C.M.P. are to retain policing responsibility on the reserve and oversee the performance of the Siksika Nation Police Service during this developmental phase. Responsibility for policing will be delegated incrementally to the Siksika Nation Police Service by the Siksika Nation Police Commission on the recommendation of the Review Committee based on two levels of occurrences from the least serious to the most serious. The R.C.M.P. will assign a regular member to work on-site with the Siksika Nation Police Service.

#### **Category "A" Occurrences**

At the successful conclusion of police officer recruit training and field training the Siksika Nation Police will be delegated the responsibility for the following matters by the R.C.M.P.:

- Routine preventative policing, patrols and security of the Siksika Nation.

- Developing and delivering community based crime prevention programs.
- Criminal Code Driving Offences including Impaired Driving, Drive While Disqualified, Refusing the Breathalyzer. (The RCMP retain the right to enforce these matters when found committing but does not have the principal responsibility for them).
- Fail to Appear in Court and related matters.
- Disturbance, Damage, Trespass and related matters.
- Obstruct a Peace Officer - Siksika members only.
- Provincial Statutes (R.C.M.P. retains the right to enforce these matters when found committing but does not have the principal responsibility for them).
- Execution and service of warrants and legal documents.
- All land disputes involving the Siksika Nation where police involvement is necessary.
- Enforcement of all non-administrative Band By-laws, including Animal Control on the Siksika Nation.
- Enforcement of the Indian Act.
- Providing all necessary court documents for the Crown Prosecutor and Courts.
- Break, Enter and Theft.
- Thefts and related matters.
- Common Assaults (non-life threatening).
- Threats.
- Escape and Unlawfully at Large.
- Motor vehicle accidents where minor injuries occur.
- All Summary Conviction matters not covered in Category "B".
- Fraud and related matters.
- Bawdy House, Prostitution, Gaming - Part VII C.C.
- Morals - Part IV C.C.

Approval by the Siksika Nation Police Commission on the recommendation of the Review Committee is required in order for the police service to assume responsibility for Category "B" Occurrences. The Review Committee may recommend that the Siksika Nation Police Service progress to Category "B" prior to the expiration of the 12 month period.

## Category B Occurrences

The Siksika Nation Police Service will be delegated responsibility for the following occurrences by the R.C.M.P. once the Implementation Committee has completed made a recommendation to the Siksika Nation Police Commission and the Siksika Nation Police Commission has given it's approval.

- Murder, Attempted Murder, Manslaughter and infanticide.
- Robbery.
- Sexual Offences.
- Wounding and other assaults where injuries suggest death may result.
- Arson and related matters.
- Counterfeiting and related matters.
- Hostage and Abduction.
- Any offence or incident involving death or where death may result from injuries.
- Internal Theft/Fraud investigations into Siksika Nation Administration.
- Motor vehicle accidents when serious injury and/or death occur.
- All offences occurring on provincial highways.

After a nine month period of successful enforcement of Category "B" occurrences, the Review Committee and the Siksika Nation Police Commission may make a recommendation to the Solicitor General of Alberta for the police service to assume full policing responsibilities.

## D. Working Protocol With the R.C.M.P.

Upon completion of Recruit Field Training responsibility for responding to and completing investigations into all complaints received in Category "A" will be delegated to the Siksika Nation Police Service.

The R.C.M.P. shall have sole responsibility for occurrences in Category "B" during this period. The Siksika Nation Police Service shall assist when requested and upon availability.

Once responsibility for Category "A" Occurrences has been delegated to the Siksika Nation Police Service the R.C.M.P. shall provide, upon request from the Chief of Police, forensic identification and other specialized services not normally maintained by the Siksika Nation Police Service.

The Siksika Nation Police Service shall provide 24-hour service on the reserve and respond to requests for police assistance within their jurisdiction.

## II THE SIKSIKA NATION POLICING BY-LAW

The Siksika Nation Policing By-Law covers the following areas:

- Definitions.
- Establishment of the Siksika Nation Police Service and the Siksika Nation Police Commission.
- The make-up, procedures and duties of the Siksika Nation Police Commission.

The Commission shall consist of not less than three members and not more than seven members. Only one member of the Commission may be a member of Council if the Commission has four or less members. Two members of the Commission may be members of Council providing that the Commission has four or more members. Members of the Commission shall be appointed by the Band Council. The term of office for a person appointed to the Commission is two years. Members of the Commission must be members of the Siksika Nation; however, Council may appoint one non-member. The Commission shall elect a Chairman and a Vice-Chairman who cannot be members of Council. The functions of the Police Commission shall be in accordance with the provisions of the Police Act.

- Standards and procedures for hiring the police chief and police officers.
- Procedures for complaints and discipline.
- General information respecting detention facilities, uniforms, police service insignia, and the Police Commission's authority to establish policies.

## IV ORGANIZATION

### A. Manpower

In order to determine the manpower needs the R.C.M.P. workload at Gleichen was examined. The RCMP advised that 90% of their operational time is spent on the reserve investigating Criminal Code matters. At least eight constables are required by the Siksika Nation Police Service for the following reasons:

1. the large geographical area that will be policed;
2. the population of the reserve, currently in excess of four thousand;
3. the high Criminal Code caseloads indicated by the R.C.M.P. Gleichen Detachment which currently carries 54 files per member and there are 12 members. (The majority of the Gleichen Detachment's Criminal Code caseload is on the reserve). The average caseload for the R.C.M.P. in Alberta is 72 files per member.
4. the enforcement areas will include band by-laws, Criminal Code traffic offences, Provincial Statutes and motor vehicle accidents, therefore, the anticipated workload will be similar to the Gleichen Detachment;
5. the assistance to the general population of the reserve which involves general inquiries, inquiries for other government departments, etc.

Eight constables are necessary to ensure that all of the new members will be in place and able to take training during the start-up phase. It is appreciated that there will be a period of time in which the newly trained constables will be in the recruit field training mode, however, it is mandatory that all of the new members be available in order to meet the demands as greater responsibilities are turned over to them.

The final determination of manpower required will be made by the Review Committee and the Siksika Nation Police Commission.

#### 1. The Chief of Police

As senior manager of the Siksika Police Service the Chief of Police is responsible for the operation, administration and fiscal control of the police service. On a daily basis, the Chief of Police must ensure that law enforcement, investigations, and other functions of the members are conducted expeditiously and in a professional manner. The Chief of Police is also responsible for records maintenance and office management.

The Chief of Police must identify policing needs on the reserve and develop and implement programs and strategies to deal with these needs.

The Chief of Police is responsible for maintaining the discipline of the police service.



The Chief of Police is accountable to the Siksika Nation Police Commission.

The Chief of Police must be an experienced police officer.

## **2. Sergeant**

The Sergeant provides direct supervision to the Constables and Special Constables and must attend the scene of major occurrences to direct the police authority. The Sergeant monitors complaints, investigations, and unit status to be aware of subordinates' activities. The Sergeant communicates with the Constables concerning the job performance and informs them of any changes in policy or procedures. He must practice preventative and corrective discipline.

The Sergeant is responsible to the Chief of Police for the performance of assigned tasks.

In the absence of the Chief of Police the Sergeant assumes the responsibilities of the Chief of Police.

## **3. Constables**

The Constables, in cooperation with the local R.C.M.P., must ensure the compliance of the general population with all statutes and by-laws, investigate incidents of criminal activity, foster positive relations between the police and the public, protect life and property and maintain peace on the reserve. The Constables must perform tasks related to maintaining peace and good order.

The Constables are under the direct supervision of the Sergeant.

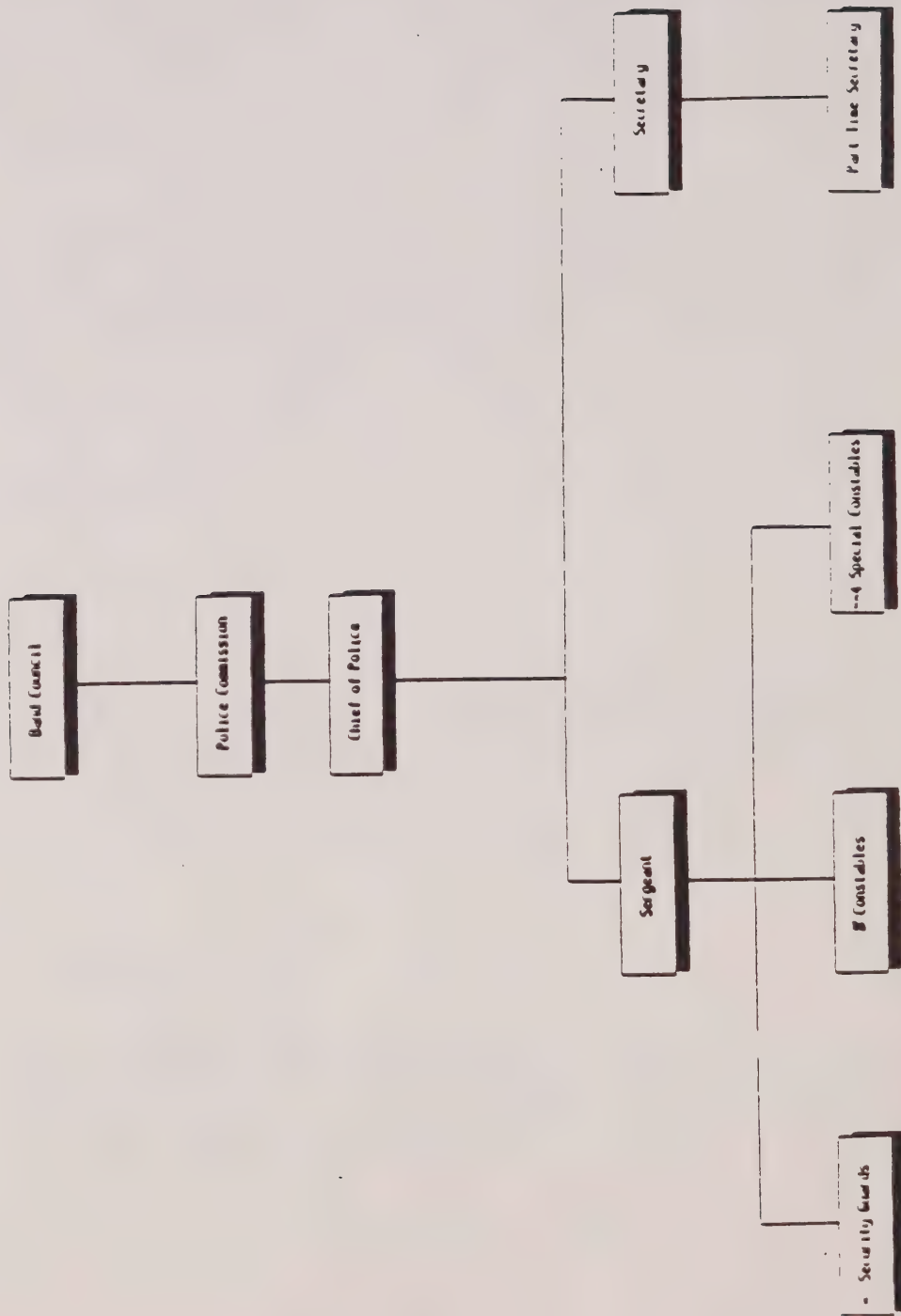
## **4. Auxiliary Constables**

Auxiliary Constable responsibilities include enforcement of selected provincial statutes, band by-laws and may include some Criminal Code enforcement. Auxiliary Constables will not carry side arms however, will be trained and authorized to use police service guns. The Auxiliary Constables are always accompanied and supervised by a regular member while on duty. They provide an important second level of policing service to the community.

Auxiliary Constables are under the direct supervision of the Sergeant.

Organizational Chart

# STRENGTH MATRONS



- Wages paid by S.E.C.O. and O.B.M.  
 - Wages, Reimbursement, and Equipment paid by Canada Mortgage

## **V REQUIRED EQUIPMENT**

### **A. Communications**

The Siksika Nation Police Service has an on-site dispatcher who records calls and dispatches police officers to complaints during regular office hours. The dispatcher acts as the communication link with the R.C.M.P.

An extensive radio:telephone interconnect system is presently in place which enables the member on duty to receive complaints and in turn make telephone calls from his vehicle or by a portable handheld radio. This eliminates the need for a dispatcher after usual office hours and allows for outside access to any telephone communication.

Members on call after duty retain portable radios in order to receive calls during the four hours a day when no member is on patrol. These portable radios use telephone linkage to enable them to contact the Calgary R.C.M.P. Communication Centre. A further repeater site allows for complete communications in areas of usually poor radio reception/transmission.

The Chief of Police has a cellular telephone in his vehicle.

A base radio and fax machine are maintained in the office facilities.

### **B. Transportation**

The service currently has a fleet of three marked suburbans and two cars all of which are equipped with light bars, electronic sirens, emergency equipment and prisoner shields.

All vehicles are outfitted with up-to-date radios and electrically secured shotgun racks.

### **C. Firearms**

The service is equipped with two Winchester Defender 12 guage shotguns. Handguns have been accounted for in the 1991-92 budget.

### **D. Computer/Record Keeping**

The service is currently phasing out the existing computer that is being used and will replace it with a system which will facilitate up-to-date financial status as well as limited access storage of personnel and operational data.

The operational data bases will be similar to the R.C.M.P. PIRS and Calgary Police Service PIMS systems.

Files retained by the service are in numerical and chronological order in which an occurrence ledger and charge out cards are utilized. All files are scored according to type of occurrence and recorded in a statistical ledger by month. This facilitates the monitoring of trends and activities within the community.

The police service commenced using U.C.R. codes in file maintenance as of January '99' so that files could be stored on the computer in addition to the maintenance of hard copies.

A diary date system is implemented and the progress of investigations is monitored by the Chief of Police.

## **E. Uniforms**

In preparation for the new police service the cost of new uniforms has been built into the proposed budget. These uniforms will meet the requirements of the Police Act.

## **F. General**

Additional equipment requirements include:

- Handcuffs - The service currently has enough handcuffs for the use of all members.
- Flashlights - The service is equipped with a sufficient number of flashlights at this time.
- Night Sticks - The service is equipped with a sufficient number of night sticks.
- Breathalyzers - The cost of a breathalyzer has been accounted for in the proposed budget.
- Body Protectors - One body protector is available.
- Cameras - One 35 millimetre camera and one polaroid camera are available.
- Special Weapons and Equipment - None.
- Office Equipment/Furnishings - the service has sufficient office equipment and furnishings at this time.

## VI BUILDING FACILITIES

The Siksika Police Service will occupy a 5338 square foot (494.3 square meters) building which has the following space allocations:

- A public reception and waiting area;
- An administration area for management and clerical staff;
- An area for police officers to complete paperwork;
- A computer and communications area;
- Interview rooms;
- Secure exhibit holding facility;
- Staff meeting, muster area;
- Classroom;
- Weight and exercise room;
- Police, public and staff parking.

No other band administration departments occupy space in this facility.

Renovations to the building shall be completed during the next fiscal year.

Detention facilities shall be rented from the R.C.M.P. in Gleichen. Arrangements shall be finalized by the Financial Services Branch of R.C.M.P. "K" Division Headquarters.



## VII LEVEL OF SERVICE

The Siksika Nation Police Service will provide an enhanced level of service. The police service shall have sufficient resources to maintain peace and good order, protect life and property, investigate offences and arrest offenders. Crime prevention programs will be developed and maintained. Response to calls will be at an enhanced level. The police service will arrange for the public to have access to their service 24 hours a day, 365 days per year.

The police service will have the capability of responding to calls in accordance with the following guidelines:

- In situations where the threat of personal injury is likely or if a crime is in progress:

Dispatch is immediate.

Response is immediate.

- In situations where damage to or loss of property is likely, or a crime has just occurred, and a quick response will contribute to successful apprehension of the perpetrator:

Dispatch is at the first opportunity

Response is as quickly as possible and determined by how quickly the police vehicle can be driven to the scene.

- In situations where none of the above conditions exist and the call is at the service level:

Dispatch is at the earliest possible convenience.

Response is at the earliest possible convenience.

The Siksika Nation Police Service will establish a community-based model of policing. This approach favours a police-community partnership in addressing the local concerns. The police will be receptive to the people through frequent and ongoing dialogue.

The capacity for criminal investigation and enforcement of regulatory law shall be maintained. Emergency response services and a tactical reserve shall be accessible through a protocol with the provincial policing service.

The main focus of the Siksika Nation Police Service will be crime prevention, community relations and the identification of problems unique to the reserve. The members of the Siksika Nation Police Service shall be trained to respond to cultural values and family relationships. Attention will be given to the special problems facing the youth of the reserve.

## VIII TRAINING

Police Officer Recruit Training (PORT) will be provided at the Solicitor General Staff College. It is anticipated that recruits will commence Peace Officer Recruit Training at the college in the fall of 1991. Following the P.O.R.T., the recruit field training will continue by the Siksika Nation based on the training procedures contained in the Siksika Nation Police Service Recruit Field Training Manual.

Assistance and guidance in the recruit field training process will be from the R.C.M.P. for a period of six months following the conclusion of the basic training of the Siksika Nation Police Service.

The Siksika Nation Police Service can access additional specialized training courses offered at the Solicitor General Staff College, by the R.C.M.P. and Calgary Police Service.

Firearms training will be provided initially by the Solicitor General Staff College. Additional firearms training can be provided by the Chief of Police of the Siksika Nation Police Service who is a certified firearms instructor and can train recruits in the handling and operation of firearms.

Through training initiatives on the reserve alcohol awareness, suicide prevention and a community development plan will also be addressed. This training will be tailored to meet the needs of the recruits based on the unique issues that are identified in the community.

## IX POLICING PROGRAMS

In order to enhance the policing service on the reserve, all members of the Siksika Nation Police Service shall speak or learn the Blackfoot Language. This will assist in the further development of policing programs as community members will be able to effectively communicate their needs to the members.

The Siksika Nation is a distinct society with special needs and problems. As such, it is imperative that the police service cater to those needs and assist the people in overcoming their local problems while at the same time operating within the parameters and duties of recognized police work.

Rather than imposing programs on the community, this service has organized local meetings at which time the people themselves were asked what they thought were the main concerns in each individual area of the reserve. By establishing what the people perceived to be the problems, the next step was to then formulate a plan of action to resolve or eliminate the problem.

The service does not run the programs but rather assists the people in helping themselves after recruiting the services of agencies such as alcohol services, child welfare and social services.

The following are some programs which are either in operation or in the developmental stages:

### 1. Neighborhood Watch

This program is intended to organize people of individual town sites so that they can keep watch over each other's property. The North Camp area had a high rate of property crime including break, enter and thefts, and vandalism. The members of the community took care of each others property and on one occasion organized patrols to report suspicious or unlawful occurrences to the police. The patrols had a deterrent effect and also became a source of information concerning other investigations.

### 2. Child Welfare

The Child Welfare program works in conjunction with the Neighborhood Watch program. Cases of neglect and abuse are reported. At this time, the police service and Social Services coordinate a plan of investigations and subsequent counselling as the individual case may require. The primary concern is for the safety of the child followed by prevention. Drawing on cultural values, each child becomes the responsibility of the community and is therefore protected accordingly.

### 3. Range Patrol

Livestock thefts on the reserve, specifically horses, appear to be increasing. As a result, the police service in conjunction with the local stockmen and the Alberta Brand Inspector has been working on by-laws and programs to regulate the movement of livestock and to diligently maintain fences. These efforts will also protect the rights of non-ranching neighbours.

#### 4. Alcohol/Disorderly Behaviour

Alcohol abuse is the root cause of the majority of crimes and disturbances of the Siksika Nation. Utilizing the services of Alcohol Services the police service is formulating an education plan. The goal is that the community will hold the opinion that alcohol abuse is disruptive thereby developing a community standard and exerting pressure on those who do not conform with the standards of the community. This is not a new idea but a reawakening of a traditional means of dealing with a problem individual.

Further programs are to be established and maintained as needed. During the developmental period the police service will not be able to effectively implement too many new programs.

## **X PROCEDURES FOR HANDLING PUBLIC COMPLAINTS**

### **A. Complaints Respecting Police Officers**

Complaints respecting the conduct of police officers shall be directed in writing to the chief of police. The chief of police shall investigate the matter and take the appropriate action. The chief of police shall inform the complainant, in writing, of the disposition of the investigation and the complainant's right to appeal to the Police Services Review Board within a specific time period.

The chief of police must report all complaints, investigations, and dispositions to the police commission.

### **B. The Police Services Review Board**

A Police Services Review Board shall be established by the Siksika Nation and consist of three members that represent the public at large. These members shall be appointed by the Band Council. The Police Services Review Board may, on its own motion, investigate matters of inadequate police service, conduct appeals concerning public complaint, and investigate matters referred to the board by the police commission.

### **C. Complaints Regarding the Chief of Police**

Complaints pertaining to the chief of police shall be directed to the chairman of the police commission. The chairman shall then refer the matter to the police commission. The commission is responsible for investigating such a complaint and taking the appropriate action. To assist the commission, the Solicitor General may designate a senior officer from another police service to conduct an investigation or disciplinary hearing.

### **D. Complaints Respecting the Police Service**

Complaints launched against the police service are originally received and investigated by the chief of police. The chief of police notifies the complainant of the outcome of the investigation and of the complainant's right to appeal to the police commission.

**SCHEDULE B**  
**SIKSIKA NATION POLICE SERVICE**  
**MULTI-YEAR FUNDING PLAN**  
**1992/93 TO 1995/96**



SCHEDULE "B"  
SIKSIKA NATION POLICE SERVICE  
MULTI-YEAR FUNDING PLAN  
1992/93 TO 1995/96

1. 1992/93 SIKSIKA NATION POLICE SERVICE FUNDING SUMMARY

|   |                   |
|---|-------------------|
| SIKSIKA NATION POLICE SERVICE APPROVED BUDGET<br>(Approved by Siksika Nation Police Commission) | <u>\$ 784,451</u> |
| TOTAL BUDGET  | \$ 784,451        |
| REVENUE SUMMARY   |                   |
| CONTRIBUTION BY SIKSIKA NATION(ACCOMMODATION)   | \$ 32,000         |
| CONTRIBUTION BY CANADA AND ALBERTA  | <u>\$ 752,451</u> |
| TOTAL REVENUE   | \$ 784,451        |

2. 1993/94 SIKSIKA NATION POLICE SERVICE FUNDING SUMMARY

|   |                   |
|---|-------------------|
| SIKSIKA NATION POLICE SERVICE APPROVED BUDGET | <u>\$ 870,609</u> |
| TOTAL BUDGET                                  | \$ 870,609        |
| REVENUE SUMMARY                               |                   |
| CONTRIBUTION BY SIKSIKA NATION(ACCOMMODATION) | \$ 68,550         |
| CONTRIBUTION BY CANADA AND ALBERTA            | <u>\$ 802,059</u> |
| TOTAL REVENUE                                 | \$ 870,609        |

3. 1994/95 SIKSIKA NATION POLICE SERVICE FUNDING SUMMARY

SIKSIKA NATION POLICE SERVICE APPROVED BUDGET \$ 930,006

TOTAL BUDGET \$ 930,006

REVENUE SUMMARY

CONTRIBUTION BY SIKSIKA NATION (ACCOMMODATION) \$ 71,292

CONTRIBUTION BY CANADA AND ALBERTA \$ 858,714

TOTAL REVENUE \$ 930,006

4. 1995/96 SIKSIKA NATION POLICE SERVICE FUNDING SUMMARY

SIKSIKA NATION POLICE SERVICE APPROVED BUDGET \$ 993,733

TOTAL BUDGET \$ 993,733

REVENUE SUMMARY

CONTRIBUTION BY SIKSIKA NATION (ACCOMMODATION) \$ 74,143

CONTRIBUTION BY CANADA AND ALBERTA \$ 919,590

TOTAL REVENUE \$ 993,733

## SIKSIKA NATION POLICING BY-LAW

Third Reading of Council

A by-law enacted pursuant to the Indian Act RSC 1985, c. I-5 and to Treaty No. 7, 1877, by the Council of the Siksika Nation on June 11, 18 & 25, 1991.

(Description)

A BY-LAW to provide for the provision of police services on the Blackfoot Indian Reserve No. 111 in the Province of Alberta.

(Preamble)

WHEREAS the Council of the Siksika Nation has determined it is desirable that a community based police service be established for the Siksika Nation;

AND WHEREAS the Siksika Nation had, in traditional times, maintained order in their society and have promised by treaty with the Crown that they will continue to do so;

AND WHEREAS Treaty 7, 1877, provides that the Siksika Nation then referred to as the Blackfoot Indians promised that they will maintain peace and good order amongst themselves and between themselves and others;

AND WHEREAS Section 81(1) of the Indian Act RSC 1985 c.I-5 empowers a Council of an Indian Band to make by-laws for the observance of law and order, any matter ancillary thereto, and the imposition of a penalty for the violation thereof;

(Enactment)

NOW THEREFORE, the Council of the Siksika Nation enacts a by-law as follows:

**TITLE**

1. This by-law may be called the Siksika Nation Police Services By-Law.

**DEFINITIONS**

2. In this by-law

- a) "Siksika Nation" means the Blackfoot Band of Indians;
- b) "Council" means the Chief and Council of the Siksika Nation;
- c) "Reserve" means those tracts of land, the legal title to which is invested in Her Majesty, that have been set apart by Her Majesty for the use and benefit of the members of the Siksika Nation, and includes designated lands, any lands in which the Siksika Nation holds a residual interest, and any other lands set apart by Her Majesty for the use of the Siksika Nation pursuant to a treaty land claim;
- d) "Board" means the Siksika Nation Police Services Review Board established pursuant to this by-law to hear appeals from a disciplinary decision by the Chief of Police concerning a police officer or by the Commission concerning the Chief of Police;
- e) "Commission" means the Siksika Nation Police Commission established pursuant to this by-law;

- f) "Police Officer" refers to a person who
  - i) is appointed as a police officer but does not include an auxiliary constable, and
  - ii) is a member of the Siksika Nation Police Service;
- g) "Auxiliary Constable" refers to a person who
  - i) is appointed as an auxiliary constable, and
  - ii) is a member of the Siksika Nation Police Service;
- h) "Police Service" means the Siksika Nation Police Service as established by this by-law;
- i) "Review Board" means the Siksika Nation Police Services Review Board as established by this bylaw.

## POLICE SERVICE

### (Establishes police service)

- 3. The Council hereby establishes the Siksika Nation Police Service.

### (Administration of Justice)

- 4. The Police Service, the Chief of Police, and police officers, employed with the Police Service shall act under the direction of the Attorney General of Alberta in respect of matters concerning the administration of justice.

## POLICE COMMISSION

### (Establishes police commission)

- 5. The Council hereby establishes the Siksika Nation Police Commission.

### (Commission administration)

- 6. The Commission shall consist of not fewer than three members and not more than seven members who shall be appointed by Council and
  - a) only one member of the Commission may be a member of Council or a Siksika Nation Employee where the Commission membership is four members or less, or
  - b) two members of the Commission may be members of Council or Siksika Nation employees where the Commission membership is five members or more.
- 7. The term of office for a person appointed to the Commission shall be two years or such longer term as Council decides.

3. To be eligible to be a member of the Commission, a person must:
- a) be a member of the Siksika Nation who is resident on the Blackfoot Indian Reserve or within the vicinity of the Blackfoot Indian Reserve.
  - b) be of good character, and
  - c) have no criminal record or be eligible to be granted a pardon.
9. Notwithstanding subsection 8 a), Council may appoint one non-Siksika member to the Commission.
10. A member of the Commission may be reappointed during or after the conclusion of his term as a member of the Commission.
11. If a person who is a member of Council is a member of the Commission, that person's appointment to the Commission terminates upon that person's ceasing to be a member of the Council.
12. Any member of the Commission may resign by sending a written notice of resignation to the Commission and the date of resignation shall be the date the letter of resignation is received.
13. A revocation of an appointment of a member to the Commission may only be made by majority vote of Council for cause.
14. Revocation for cause of appointment includes where a Commission member
- a) is absent from three consecutive meetings of the Commission unless the absence is authorized by the chairman or by resolution of the Commission,
  - b) discloses Commission business without the consent of the chairman or by resolution of the Commission,
  - c) acts in a manner that is detrimental to the operation of the Commission or demonstrates unethical behaviour, or
  - d) is no longer eligible to be a member of the Commission as required by section 8.
15. The members of the Commission shall elect from amongst themselves at the beginning of each year a chairman and a vice-chairman.
16. The position of chairman:
- a) shall not be occupied by a member of Council or a Siksika Nation employee, and
  - b) if vacant, shall be filled with a permanent or temporary appointment before the Commission deals with any public complaint.
17. Council may make provision for the payment of a honorarium or allowance to the members of the Commission.
18. The Commission shall keep a written record of:



- a) executive minutes of its meetings.
  - b) its decisions.
  - c) its budget and annual plan.
  - d) reports of any inquiries, and
  - e) any other subject the Chairman directs.
19. All persons appointed to the Commission shall take the oath set out in Appendix 1 and shall participate in a Siksika ceremony confirming the responsibility of the office to the Siksika Nation.

(Commission jurisdiction)

20. The Commission shall be responsible for the general supervision of the Police Service subject to the right of Council to:
- a) appoint the members of the Police Commission,
  - b) approve funding of the police services,
  - c) refer policies and by-laws which have enforcement implications to the Commission for consideration and recommendation, and
  - d) subject to this by-law, prescribe the rules governing the operation of Commission including a code of ethics for Commission members.
21. The Commission shall establish policies not inconsistent with the policies of the Siksika Nation established by Council.
22. The Commission shall oversee the Police Services and for that purpose shall:
- a) allocate the funds that are provided by the Council,
  - b) establish policies providing for efficient and effective policing,
  - c) issue instructions as necessary to the Chief of Police in respect of policies for efficient and effective policing established by the Commission,
  - d) ensure that sufficient persons are employed for the purposes of providing police services,
  - e) assess the requirements for police services through consultations, research, studies and inquiry, and
  - f) make plans and recommendations for the improvement of police services for the Siksika Nation.
23. The Commission in consultation with the Chief of Police shall cause to be prepared:

- a) an annual budget for the operation of the police service, and
  - b) a yearly plan specifying the police services and programs to be provided in respect of the Siksika Nation.
- and shall submit the budget and plans to the Council.
24. The Commission in consultation with the Police Chief shall provide information to the Council to enable it to assess the operating and financial requirements of the Police Service.
  25. The Council is solely responsible for the approval of the budget for the police services and the Commission is solely responsible for allocating the funds as approved by Council.
  26. The financial management of the police services funds shall be under the financial administration of the Siksika Nation in accordance with the allocation of funds by the Commission.
  27. The Chief of Police and the police officers are subject to the jurisdiction of the Commission and shall obey the directions of the Commission.
  28. The Commission or any of its members shall not issue instructions to a police officer other than to the Chief of Police.
  29. The Commission may establish policies not inconsistent with the by-law.
  30. The Council or any of its members shall not, except as permitted by this by-law,
    - a) perform any function or exercise any control over the Police Service that the Commission is empowered to exercise; or
    - b) issue any instructions to the Chief of Police or a police officer or member of the police service.
  31. The Siksika Nation is the employer of the members of the Police Service.
  32. For greater certainty, where members of the Police Service are to be laid off for reasons other than for cause, the lay offs shall be made by the Commission and not by Council.
  33. The Siksika Nation is liable for any actions of the Commission and the Police Service incurred in the exercise of duty.

*who hires*

(Commission inquiries)

34. The Commission may conduct an inquiry into any matter respecting the Police Service or the actions of the Police Chief, any police officer, or other person employed with the Police Service.
35. The Commission may designate from among its members a committee of one or more persons to conduct an inquiry.
36. Where more than one person is to conduct an inquiry under this section, the Commission shall designate one of its members to act as the chairman of the inquiry.

37. Where the inquiry concerns the requirements for police services and relevant subjects, the inquiry, if conducted as a hearing, shall be open to the public.
38. Where the chairman of the inquiry is of the opinion that there is sufficient evidence that the actions of a specific police officer may constitute a breach of discipline of the Code of Ethics and Discipline or the performance of duty of police officers, he shall report that matter to the Commission.
39. On receiving a report under section 38, the Commission shall refer the report to the Chief of Police who shall proceed to have the actions of the specific police officer dealt with under the discipline provisions of this by-law.
40. Notwithstanding that a report is made under section 38, the persons conducting the inquiry may continue but shall not make any recommendations concerning the matter which is being dealt with under the discipline provisions of this by-law.
41. When an inquiry is complete, the chairman of the inquiry shall provide a written report of the findings of the inquiry to the Commission.
42. The expenses of an inquiry conducted under this section shall be paid for from the budget approved for the Commission.

## CHIEF OF POLICE AND POLICE OFFICERS

### (Eligibility)

43. To be eligible to be appointed as a police officer, other than the Chief of Police, a person must:
- a) be a Canadian citizen or lawfully admitted to Canada for permanent residence,
  - b) be 18 years of age or older,
  - c) be of good character,
  - d) have no criminal record or be eligible for a pardon, and
  - e) meet other qualifications specified by the Commission.
44. To be eligible to be appointed as Chief of Police, a person must:
- a) be eligible to be appointed as a police officer, and
  - b) have a minimum of five years experience as a police officer with a police service in Canada, and
  - c) have administrative or managerial experience or equivalencies.

### (Appointment)

45. The Commission may appoint for the Siksika Police Service

- a) police officer candidates who shall be police officers upon receiving an appointment as a constable and peace officer, and
  - b) upon the approval of Council, the Chief of Police.
46. Each police officer appointed under this section shall, before commencing his duties, take the oath set out in Appendix 2 and shall participate in a Siksika ceremony confirming the responsibility of the office to the Siksika Nation.
47. The Commission may establish a probationary period of service for a person who is
- a) appointed as a police officer, or
  - b) appointed or promoted to a position of higher rank within the police service.
48. The Commission may establish an auxiliary officer program as part of the Police Service.

#### (Dismissal)

49. A police officer may be dismissed by the Chief of Police for disciplinary reasons pursuant to the disciplinary procedures of this by-law.
50. The Commission may terminate the services of a police officer for other than disciplinary reasons.

#### (Territorial Jurisdiction)

51. The Commission may restrict the territorial jurisdiction of any police officer of the Police Service.
52. Where the territorial jurisdiction of a police officer is restricted under section 51, that police officer may, notwithstanding that restriction, carry out his functions and exercise his powers beyond that jurisdiction if he is in immediate pursuit of a person who he has reasonable and probable grounds to believe has committed an offence against any law that the police officer is empowered to enforce.
53. Every police officer of the Police Service has the responsibility and duty
- a) to perform all duties that are necessary
    - (i) to carry out the functions of a peace officer,
    - (ii) to encourage and assist the community in preventing crime,
    - (iii) to encourage and foster a co-operative relationship between the police service and the members of the Siksika Nation and others,
    - (iv) to apprehend persons who may lawfully be taken into custody,
    - (v) to foster a sense of public and personal security in the community, and



- (vi) to uphold the inherent responsibility of the Siksika Nation confirmed by Treaty No. 7 to maintain peace and good order
- b) to execute all warrants and perform all related duties and services.
54. The Chief of Police is liable in respect of a tort committed by a police officer or employee in the course of his employment, if
- a) the police officer or employee was under the direction and control of the Chief of Police at the time that the tort was committed, and
- b) the tort was committed in the performance or purported performance of the duties of the police officer or employee.
55. The Chief of Police shall be treated for all purposes as a joint tortfeasor in respect of a tort referred to in section 54.
56. The Chief of Police is liable for a tort committed by himself in the performance or purported performance of his duties.
57. The Siksika Nation, and not the Chief of Police, shall pay the following in respect of any action brought against the Chief of Police under sections 54 and 56:
- a) any damages and costs awarded against the Chief of Police;
- b) any costs incurred by the Chief of Police in respect of the action insofar as those costs are not recovered by him in the action;
- c) any sum payable under a settlement that is agreed to by the Council in respect of the action.
58. If the office of the Chief of Police is vacant, the police officer responsible for the direction and control of the Police Service shall be considered to be the Chief of Police for purposes of sections 54 to 57.
59. Where a civil legal action is brought against a police officer arising out of the performance of his duties, the Siksika Nation may in respect of that action indemnify the police officer, in whole or in part, for the following:
- a) any damages and costs or either of them awarded against him;
- b) any costs incurred and not recovered by him;
- c) any sum payable under a settlement.
60. The Chief of Police is responsible and shall issue such orders and directives as he considers necessary for:
- a) the preservation and the maintenance of the public peace and the prevention of crime within the Reserve;
- b) the maintenance of discipline and the performance of duty within the police service.

subject to this by-law and included as the Code of Ethics and Discipline.

- c) the day to day administration of the Police Service;
  - d) the application of professional police procedures;
  - e) the enforcement of policies made by the Commission with respect to the Police Service.
61. The Chief of Police is accountable to the Commission for the following:
- a) the operation of the police service;
  - b) the manner in which he carries out his responsibilities;
  - c) the administration of the finances and operations of the Police Service in keeping with the yearly plan or any amendments to it that the Commission may make;
  - d) the reporting to the Commission of any information concerning the activities of the police service that the Commission may request, other than information concerning individual investigations or intelligence files; and
  - e) the reporting to the Commission of any complaint made against the police service or its members and the manner in which the complaint is resolved.
62. The Commission shall not issue an instruction under section 22(c) that is inconsistent with the duties and responsibilities conferred on the Chief of Police under this by-law.

## COMPLAINTS AND DISCIPLINE

### (Complaints)

63. A complaint concerning police services, a police officer, or the Chief of Police, shall be in writing and signed by the complainant or, if made verbally, the Chief of Police shall have a written report of the complaint made.
64. All complaints with respect to the police service or a police officer, other than the Chief of Police, shall be referred to the Chief of Police.
65. All complaints with respect to the Chief of Police shall be referred to the Commission.

### (Complaints About Police Services)

66. Where a complaint concerns police services, the Chief of Police shall review the matter and take whatever action he considers appropriate, if any.
67. On the disposition of a complaint about police services by the Chief of Police, he shall advise the complainant in writing.



- a) of the disposition of the complaint, and
  - b) of the complainant's right to appeal the decision of the Chief of Police to the Commission.
68. The complainant, within 30 days from the day he was advised in writing of the disposition of the complaint, may appeal the disposition of the complaint to the Commission.
69. Where the disposition of a complaint about police services is appealed to the Commission, the Commission shall
- a) review the matter and
  - b) take whatever action it considers appropriate, if any.
70. The Commission may hear such further information from the appellant, the Chief of Police, or any other party and may make such inquiries or studies as it deems necessary in its sole discretion to decide the appeal.
71. Upon deciding an appeal, the Commission shall advise the complainant in writing as to the disposition of the appeal.
72. The decision of the Commission concerning a complaint about the police service is final.
73. The Chief of Police shall make a report in writing to the Commission of all complaints made concerning the police services and his disposition of the complaints.

#### (Complaints About Police Officers)

74. Where a complaint concerns the actions of a police officer, the Chief of Police shall cause the complaint to be investigated.
75. If, after the complaint is investigated, the Chief of Police is of the opinion that the actions of a police officer may constitute an offence under an Act of the Parliament of Canada or the Legislature of Alberta, he shall refer the matter to the Attorney General of Alberta.
76. Notwithstanding section 75, where the Chief of Police is of the opinion that the actions of a police officer constitute a contravention of the provisions governing the Code of Ethics and Discipline or the performance of duty of police officers, the Chief of Police shall charge the police officer with a breach of discipline or performance of duty and shall advise the police officer charged of the basis of the charge.
77. The Chief of Police may, pending completion of investigation into the breach of discipline or performance of duty charge against the police officer:
- a) reassign the police officer to other duties,
  - b) relieve from duty the police officer with pay, or
  - c) relieve from duty the police officer without pay subject to confirmation by the Commission within 30 days.

78. A police officer charged under section 76, shall have the right
- to hear the case against him.
  - to be represented by another person, and
  - to make representations to the Chief of Police.
79. The Chief of Police may decide the matter before him
- with or without a hearing, and
  - where the Chief of Police is of the opinion that a contravention of the Code of Ethics and Discipline is not of a serious nature he may
    - dismiss the matter or
    - with the agreement of both the complainant and the subject officer, informally resolve the matter.
80. The Chief of Police, with the consent of the Chairman of the Commission may make arrangements for a police officer of another police service to carry out an investigation concerning a complaint against a police officer.
81. On the finding of a contravention of the provisions governing discipline or the performance of the duties of a police officer, the Chief of Police shall impose such disciplinary measures as he decides necessary, including:
- a verbal or written warning;
  - a reassignment of duties;
  - a suspension without pay up to 10 working days;
  - a demotion in rank; or
  - dismissal.
82. The Chief of Police shall advise the police officer and the complainant in writing of
- the decision and sanctions imposed, if any, and
  - the right to appeal the decision to the Siuksika Nation Police Service Review Board.
83. The police officer, or the complainant, within 30 days from the day he was advised in writing of the decision of the Chief of Police may appeal the decision, or the sanctions imposed to the Siuksika Nation Police Service Review Board.

(Complaint About the Chief of Police)

84. Where a complaint concerns the actions of the Chief of Police, the Chairman of the

Commission shall cause the complaint to be investigated.

If, after the complaint is investigated, the Commission is of the opinion that the actions of the Chief of Police may constitute an offence under an Act of the Parliament of Canada or the Legislature of Alberta, he shall refer the matter to the Attorney General of Alberta.

Notwithstanding section 35, where the Commission is of the opinion that the actions of the Chief of Police constitute a contravention of the provisions governing the Code of Ethics and Discipline or the performance of duty of the Chief of Police, the Chairman shall advise the Chief of Police that he is charged a breach of discipline or performance of duty and advise him of the basis of the charge.

The Commission may, pending completion of investigation into the breach of discipline or performance of duty charge against the Chief of Police:

- a) relieve the Chief of Police of his duties and reassign him to other duties;
- b) relieve from duty the Chief of Police with pay, or
- c) relieve from duty the Chief of Police without pay.

The Chief of Police charged under section 36, shall have the right:

- a) to hear the case against him.
- b) to be represented by another person, and
- c) to make representations to the Commission.

The Commission may decide the matter before it with or without a hearing.

The Chairman of the Commission, with the approval of the Commission, may make arrangements for a chief of police or a senior officer of another police service to carry out the investigation concerning a complaint against the Chief of Police.

On the finding of a contravention of the provisions governing discipline or the performance of the duties of the Chief of Police, the Commission shall impose such disciplinary measures as it decides necessary, including:

- a) a verbal or written warning;
- b) a suspension without pay up to 10 working days;
- c) a demotion in rank; or
- d) dismissal.

The Chairman of the Commission shall advise the Chief of Police and the complainant in writing of

- a) the decision and sanctions imposed, if any, and

- b) the right to appeal the decision to the Siksika Nation Police Service Review Board
93. The Chief of Police, or the complainant, within 30 days from the day he was advised in writing of the decision, may appeal the decision or the sanctions imposed, to the Siksika Nation Police Service Review Board.

## POLICE SERVICE REVIEW BOARD

### (Establishment of Police Service Review Board)

94. The Council hereby establishes the Siksika Nation Police Service Review Board.

### (Administration)

95. The Council shall appoint three members to the Review Board from candidates recommended by the Commission who shall not be members of Council or the Commission.
96. (1) The members of the Review Board shall be appointed for a term of two years or such longer term as Council decides.
- (2) Notwithstanding subsection (1), a member of the Review Board continues to hold office until he is reappointed or his successor is appointed.
- (3) A Review Board member may resign his position by a letter in writing to the Chairman of the Commission.
97. The members of the Review Board shall have amongst them knowledge of
- a) police services, and
- b) the Siksika Nation.
98. The members of the Review Board shall select from amongst themselves a chairman.
99. The members of the Review Board may be paid remuneration for their services by the Commission.
100. The Review Board may engage the services of legal counsel to advise the Review Board on appeals.
101. All persons appointed to the Review Board shall take the oath set out in Appendix 3 and shall participate in a Siksika ceremony confirming the responsibility of the office to the Siksika Nation.

### (Appeals)

102. The Review Board shall hear appeals from any decision of the Chief of Police concerning a complaint regarding the actions of a police officer or employee or from the decision of the Commission concerning a complaint regarding the actions of the Chief of Police.

103. The Review Board shall hold meetings as it considers necessary to hear appeals in the Reserve or elsewhere in Alberta.
104. For purposes of conducting an appeal, a quorum of the Review Board shall consist of three members of the Review Board.
105. The Review Board may, at its discretion:
- (a) decide the appeal based on the written submissions of the parties to the appeal, or
  - (b) hold a hearing to decide the appeal.
106. (1) If the Review Board is of the opinion that the actions of a Chief of Police or a police officer who is the subject of an appeal may constitute an offense under any Act, the Review Board shall refer the matter to the Attorney General of the Province of Alberta.
- (2) Notwithstanding that the actions of a Chief of Police or a police officer have been referred to the Attorney General under subsection (1), if the Review Board is of the opinion that those actions also constitute a contravention of the Code of Ethics and Discipline or the performance of duty of police officers, the matter, as it relates to the contravention may be proceeded with or be suspended, as the Review Board may decide.
107. For the purpose of deciding an appeal, the Review Board shall give at least 14 days notice in writing to the appellant and any other person who, in the Review Board's opinion, is likely to be directly affected by the appeal.
108. The Review Board may
- a) require the Chief of Police or the Commission to produce to the Board copies of all investigation reports, statements, correspondence or other documents or things relating to the appeal, and
  - b) receive such information or evidence as it deems in its discretion relevant to the appeal before it.
109. The police officer or the Chief of Police who is the subject of the complaint which gave rise to the appeal is entitled:
- a) to notice of the appeal;
  - b) to hear the case against him;
  - c) be represented by another person, and
  - d) to make representations to the Review Board.
110. The appellant, if not the police officer or the Chief of Police who is the subject of the complaint, or any person who, in the Review Board's opinion is likely to be directly affected by an appeal is entitled:
- a) to submit information;



- b) to make representations to the Review Board, and
  - c) to be represented by another person.
111. The Review Board may
- a) from time to time adjourn matters that are before the Board, and
  - b) in respect of appeal, extend at any time the time for service of the notice of appeal for a further period not to exceed 30 days.
112. Where the Board concludes an appeal, it may
- a) allow the appeal,
  - b) dismiss the appeal,
  - c) vary the decision being appealed,
  - d) affirm or vary the disciplinary measures imposed, or
  - e) take any other action that the Board considers proper in the circumstances.
113. When the Board conducts an appeal the following shall be informed in writing of the findings of the Board:
- (a) the appellant,
  - (b) the complainant, and the Chief of Police, or the police officer against whom the complaint was made, and
  - (c) the Commission.
114. The decision of the Review Board in respect in any appeal is final.

## GENERAL

### (Lock up)

115. Upon implementation of this by-law there shall be provision made for an adequate lock-up facility and if maintained by the Siksika Nation, that lock-up facility shall be under the direction and control of the police service.

### (Uniforms)

116. A member of the police service shall wear only the uniform and insignia approved by the Commission.
117. No person shall hold himself out as a Siksika Nation police officer unless he is a member



of the Siksika Nation Police Service.

118. If the Chief of Police or his designate is of the opinion that the uniform insignia, vehicle markings or other signs used on the Reserve by a person or organization are so similar to that used by the Siksika Nation Police Service that a member of the public might be misled, the Chief of Police or his designate may order in writing served upon the person to desist from using that uniform or insignia or those markings, signs or symbols.
119. Any person who contravene section 117 or fails to comply with an order made under section 118 is guilty of an offence and liable to a fine not greater than \$500.00 or to a term of imprisonment not exceeding 30 days or to both a fine and imprisonment.

#### (Commission Policies and Procedures)

120. The Commission, subject to this by-law, may establish policies:
- (a) governing the operation of the Commission,
  - (b) governing the operation of the police service, including the establishment of ranks within the Police Service,
  - (c) governing the appointment, employment, qualifications, training, duties, discipline and performance of duty of police officers and auxiliary officers,
  - (d) governing investigations of police officers and auxiliary officers,
  - (e) prescribing colour and style of uniforms, accoutrements and insignia for police officers and auxiliary officers,
  - (f) governing clothing and equipment furnished to or used by police officers and auxiliary officers,
  - (g) governing firearms with respect to police officers and auxiliary officers,
  - (h) governing the employment for civilian employees of the police service,
  - (i) governing the providing of and release of that information by the Commission or the Police Service,
  - (j) prescribing the information and statistical data to be kept and reported by the Police Service.

#### (Code of Ethics and Discipline)

120. The Code of Ethics and Discipline for police officers and auxiliary constables shall be as set out in Appendix 4 of this by-law.

#### (Agreement(s))

121. (1) The Council may enter into an arrangement or an agreement for the policing of the reserve that it considers proper with the federal government, the provincial government or any other party.

APPENDIX I

OATH OF OFFICE

(Commission Member)

I, \_\_\_\_\_ swear (or: solemnly affirm) that I will diligently, faithfully and to the best of my ability execute according to law the office of a member of the Siksika Nation Police Commission and will not, except in the discharge of my duties, disclose to any person any matters or evidence brought before me as a member of the Siksika Nation Police Commission, so help me God (or: this affirmation is binding upon my conscience).

Sworn (Affirmed) at

\_\_\_\_\_ )  
in the Province of )  
Alberta, this \_\_\_\_\_ )

day of \_\_\_\_\_ A.D. 19\_\_\_\_. )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
A Commission for Oaths in  
and for the Province of Alberta

APPENDIX 2

OATH OF ALLEGIANCE AND OFFICE

(Police Officer)

I, \_\_\_\_\_, swear (or: solemnly affirm) that I will be faithful and bear true allegiance to Her Majesty Queen Elizabeth the Second, her heirs and successors, according to law, in the office of \_\_\_\_\_ for the Siksika Nation and that I will diligently, faithfully and to the best of my ability execute according to law the office of a police officer and will not except in the discharge of my duties, disclose to any person any matter of evidence that may come to my notice through my tenure in this office, so help me God (or: this affirmation is binding upon my conscience.

Sworn (Affirmed) at \_\_\_\_\_ )  
 )  
 )  
in the Province of \_\_\_\_\_ )  
Alberta, this \_\_\_\_\_ )  
day of \_\_\_\_\_ A.D. 19\_\_\_\_. )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
A Commission for Oaths in  
and for the Province of Alberta

(2) Where Council has entered into an arrangement or an agreement for the policing of the Siksika Nation under subsection (1), the Commission shall be bound by the terms of the arrangement or agreement.

123. In this by-law, the masculine shall also indicate the feminine and the singular shall also indicate the plural as the context may require.

#### AMENDMENT

124. This by-law may be amended by a quorum of Council in the same manner as it is enacted.

Approved and passed a duly convened meeting of Siksika Nation Council on this 2<sup>nd</sup>  
day of June, 1991 by the members of Council who have signed their names below.

[Signature]  
Chief

[Signature]  
Councillor

[Signature]  
Councillor

[Signature]  
Councillor

[Signature]  
Councillor

[Signature]  
Councillor

[Signature]  
Councillor

[Signature]  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

## APPENDIX 4

### CODE OF ETHICS AND DISCIPLINE

1. A member must carry out his work with integrity; a breach of discipline of this provision includes:
  - a) being absent from work without authorization;
  - b) not observing working hours;
  - c) any ploy or false declaration made for the purpose of prolonging leave, postponing return to work, or being absent from work;
  - d) refusing or urging others to refuse to carry out work.
2. A member must carry out conscientiously, with diligence and efficiency, the tasks that are entrusted to him; a breach of discipline of this provision includes:
  - a) negligence, carelessness or incorrect procedure in carrying out duties;
  - b) not carrying out assigned duties or not being at the place designated by one's superior;
  - c) not being vigilant while on duty.
3. A member must carry out his duties with integrity; a breach of discipline of this provision includes:
  - a) damaging or destroying with malice or through negligence, losing through negligence, or illegally transferring public or private property;
  - b) using or authorizing the use of a vehicle or other property of the Police Service for personal or unauthorized purposes;
  - c) loaning, selling or transferring a part of the uniform or the equipment that is provided to him by the Police Service;
  - d) falsification, withdrawal, dissimulation or destruction of a document of the Police Service or in the safekeeping of the Police Service;
  - e) presenting or signing a false or inexact statement, report, or other written document;
  - f) claiming or authorizing the reimbursement of expenses not incurred or the hours of work not performed;
  - g) failing or neglecting to account for or remit immediately any amount of money or goods received as a member of the Police Service.
4. A member must promptly obey the orders and directives of his superiors; a breach of discipline of this provision includes:
  - a) refusal or failure to pass on orders except in the case of an emergency or physical impossibility;
  - b) refusal to account to the Chief or his representative for one's activities during work hours or when acting as a peace officer outside of work hours.
5. A member must demonstrate respect, deference and politeness towards his superiors.
6. A member must respect the law, the courts and co-operate in the administration of justice; a breach of discipline of this provision includes:



of the Police Service, or diminishes his effectiveness during working hours, such as: security guard, debt collector, or bailiff

10. A member shall, where the Police Chief so requests, divulge in writing:
  - a) the list of profit oriented corporations, businesses or enterprises that he operates or holds an interest in;
  - b) any trade, occupation or employment that he exercises outside his working hours.
11. A member must avoid any intimacy with an inmate and respect his rights; a breach of discipline of this provision includes:
  - a) negligence in guarding or watching an inmate;
  - b) providing an inmate with illicit drugs or alcoholic beverages;
  - c) interfering in the communication between an inmate and his attorney;
  - d) unjustified force or the failure by negligence to safeguard the safety and health of an inmate;
  - e) incarcerating or permitting the incarceration of a Young Offender with an adult inmate or a female inmate with a male inmate.
12. A member must use his service firearm, weapon, restraint device or irritant agent with care and discretion; a breach of discipline of this provision includes:
  - a) showing, manipulating or pointing his firearm or irritant agent without justification;
  - b) not maintaining his service firearm in good working order;
  - c) loaning or giving up his service firearm or irritant agent;
  - d) not taking reasonable measures to prevent loss, theft or use by a third party of his service firearm or irritant agent;
  - e) displaying his service firearm to the public by wearing it when not dressed in uniform;
  - f) refusing or neglecting to report to his superior each time that he uses his service firearm;
  - g) having possession of a weapon other than issued by the police service while in uniform or on duty except when specifically authorized.
13. A member must not divulge any information that is his duty to keep confidential, nor show a document or record to any unauthorized person.
14. A member must not withhold or suppress any complaint about the police service or a police officer.
15. A member must respect his oath of allegiance and office as well as his oath of discretion.

## **SECTION 2**



This CONTRIBUTION AGREEMENT made the 17 day of July 1992.

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED  
BY THE SOLICITOR GENERAL OF CANADA**

(hereinafter referred to as the "Minister")

of the first part

AND

**THE STL'ATL'IMX TRIBAL POLICE BOARD ACTING ON BEHALF OF THE  
BAND COUNCILS OF CAYOOSE CREEK INDIAN BAND, FOUNTAIN INDIAN  
BAND, LILLOOET INDIAN BAND, MOUNT CURRIE INDIAN BAND, PAVILLION  
INDIAN BAND, SETON LAKE INDIAN BAND AND ANDERSON LAKE INDIAN  
BAND**

(hereinafter referred to as the "Recipient")

of the second part

**WHEREAS** several Stl'atl'imx Nation communities wish to develop and implement a Stl'atl'imx Tribal Police Pilot Project ("the Pilot Project") for the provision of effective, efficient and culturally sensitive tribal policing services on their Reserves;

**WHEREAS** the purpose of the Pilot Project is to identify legislative issues and determine policy options for the provision of Indian administered policing services in British Columbia;

**WHEREAS** the participating Stl'atl'imx Nation communities have established through Band Council Resolutions a Stl'atl'imx Tribal Police Board ("the Board") to represent them in governing the operations and administration of the Stl'atl'imx Nation Tribal Police;

**WHEREAS** for the purposes of this Pilot Project, the Province of British Columbia, pursuant to section 9 of the Police Act, S.B.C. 1988, c.53, has appointed members of the Stl'atl'imx Tribal Police as special provincial constables;

**WHEREAS** the special provincial constables are appointed for purposes of this Pilot Project, to provide policing services in the manner set out in their appointment pursuant to the Police Act of British Columbia, and will receive statutory indemnification for liabilities arising out of the exercise of their duties under the same Act ;

**WHEREAS** the participating Stl'atl'imx Nation communities require financial support in order to develop and implement the Pilot Project;

**WHEREAS** the Province of British Columbia, because of its responsibility for policing in British Columbia, has agreed, among other things, to provide funding for the Pilot Project;

**WHEREAS** the Minister has already contributed \$53,625.00 to support the Pilot Project and wishes to contribute an additional \$160,875.00 to the participating Band Councils, the sum of which (\$214,500.00) equals 52% of the total funding to be provided by the Minister and British Columbia to support the Pilot Project.

## **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

### **1. CONTRIBUTION:**

- 1.1 Subject to the terms and conditions of this Agreement and solely for the purpose of the provision of policing services under the Pilot Project as outlined in Schedule "A" attached hereto and forming part of this Agreement, the Minister agrees to contribute to the Recipient a sum not exceeding \$214,500.00 (consisting of \$53,625.00 provided pursuant to the federal Contribution Agreement of May 26, 1992 and \$160,875.00 provided pursuant to this Agreement) in the manner and at the times set out in Schedule "B", attached hereto and forming a part of this Agreement.
- 1.2 The above contribution is subject to an appropriation by the Parliament of Canada as provided in section 40 of the Financial Administration Act R.S.,c.F-10.

## **2. REPRESENTATIONS BY THE RECIPIENT**

- 2.1 The Recipient declares that it has the capacity and authority to enter into this Agreement and to carry out the Pilot Project.
- 2.2 The Recipient declares that the description of the Pilot Project in Schedule "A" accurately reflects what it intends to do and that the information contained therein is accurate.

## **3. OBLIGATIONS OF THE RECIPIENT:**

### **3.1 The Recipient agrees:**

- a) to use the Minister's contribution only in support of costs incurred in the delivery of policing services under the Pilot Project as outlined in Schedule "A",
- b) that the extent of the contribution to be provided by the Minister is set out in Schedule "B";
- c) to maintain financial records in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountants' Handbook including proper records of all expenditures or commitments made by the Recipients in connection with the Pilot Project and the invoices, receipts and vouchers relating thereto. Such accounts, records, invoices, receipts and vouchers shall at all times be open to audit and inspection by the authorized representatives of the Minister (who may make copies thereof and take extracts therefrom) and the Recipients shall afford all facilities for such audits and inspections and shall furnish the Minister and his authorized representatives with all such information as he may, from time to time, require with reference to such accounts, records, invoices, receipts and vouchers;
- d) to submit to the Minister a financial statement on or before June 30, 1993 consisting of:
  - i) a copy of the financial statements referred to in section 3.1(c); and



- ii) an annual program activity report which would include, but not be limited to, crime statistics, proactive policing and crime prevention initiatives, a determination of whether adequate policing is occurring and which demonstrates whether the policing program is being implemented in accordance with Schedule "A"; and
- e) in the event that monies advanced exceed approved costs incurred, to submit a money order or cheque to the Receiver General of Canada for funds not expended or accounted for by April 30, 1993 unless there is approval in writing from the Minister to retain those funds for later use.

#### **4. TERM OF THIS AGREEMENT:**

- 4.1 This Agreement shall be in effect during the period from April 1, 1992 to March 31, 1993, unless the term is extended by agreement in writing of the parties or the Agreement is terminated.

#### **5. CONFLICT OF INTEREST:**

- 5.1 The Recipient will not perform a service for, provide advice to or give or sell property to any person or corporation where the performance of the service, the provision of advice or the giving or selling of property may or does, in the opinion of the Minister, give rise to a conflict of interest between the obligations of the Recipients under this Agreement and the obligations of the Recipients to such other person or corporation.
- 5.2 Should an interest be acquired during the life of the agreement that would cause or seem to cause a conflict of interest, the Recipient shall declare it immediately to the Minister's representative.
- 5.3 The Recipient confirms that no former holder of a public office in the government of Canada will obtain any direct or indirect benefit from this Agreement or that, if he does, he has satisfied the requirements of the Conflict of Interest Code governing employees who have left the public service.

## **6. INDEMNIFICATION:**

- 6.1 The Recipient shall indemnify and save harmless Her Majesty and the Minister and their respective employees and agents from and against any and all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Recipient, the Recipient's servants or agents (including the Board and the Stl'atl'imx Tribal special provincial constables), in performing the work or as a result of the work performed under this Agreement.
- 6.2 The Minister shall not be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Recipients, their employees or agents in the performance of this Agreement.
- 6.3 The Recipient shall, without limiting its obligations herein, insure its operations under a contract of Comprehensive or Commercial General Liability, with an insurer licensed in British Columbia, in an amount of not less than \$5,000,000.00 per occurrence insuring against bodily injury, personal injury, and property damage including loss of use thereof. Such insurance shall include a blanket contractual liability.
- 6.4 Proof of all required insurance, in a form acceptable to the Minister shall be promptly provided to the Minister upon request.

## **7. TERMINATION:**

- 7.1 The Minister reserves the right to terminate this Agreement upon 60 days notice in writing to the Recipient.
- 7.2 If the Recipient fails to comply with any provision of this Agreement in addition to any other remedy or remedies available to the Minister, the Minister may, at his option, terminate this Agreement by giving written notice of the termination to the Recipient.
- 7.3 If the Minister terminates this Agreement, the Minister will be under no further obligation to the Recipient except to pay the Recipient for expenses incurred up to the date the notice is given to the Recipient in accordance with the payment schedule outlined in Schedule "A".

## **8. AMENDMENT:**

- 8.1 This Agreement may be amended from time to time by agreement in writing of the parties.

## **9. AUTHORITY:**

- 9.1 The Minister's authority to deal with the provision of policing services on reserves is Order in Council P.C. 1992-270 dated February 13, 1992.

## **10. NON-EMPLOYMENT:**

- 10.1 It is agreed and understood that personnel employed as a result of this agreement are and will remain persons providing independent services to the Recipient and nothing in this Agreement is to be read or construed as constituting such personnel as employees, servants or agents of the Minister.

## **11. NOTICE:**

- 11.1 Any notice or other document required or permitted to be given under this Agreement shall be in writing and may be given by delivery, by facsimile or by mail to the following address:

- (a) to the Stl'atl'imx Tribal Police Board:

P.O. Box 1488  
Lillooet, British Columbia  
V0K 1V0

FAX: 604/681-0959

- (b) to the Government of Canada:

Aboriginal Policing Directorate  
Solicitor General of Canada  
340 Laurier Avenue West  
Ottawa, Ontario  
K1A 0P8

FAX: (613) 991-0961

- 11.2 Any notice or document which is personally delivered shall be deemed to have been received on the date on which it was delivered. Any notice or document which is sent by facsimile shall be deemed to have been received one working day after it is sent. Any notice or document which is mailed shall be deemed to have been received eight (8) calendar days after it is mailed.
- 11.3 In the event of disruption or threatened disruption of regular mail services by strike or threatened strike, all such notices, requests, demands or other documents shall be deemed to have been duly given only if personally delivered or sent by facsimile in the manner provided in sections 11.1 and 11.2.
12. GENERAL:
- 12.1 All references in this agreement to "the Minister" shall be interpreted so as to include, where appropriate, the Minister's duly authorized representative.
- 12.2 "Stl'atl'imx Nation communities" means the participating Band Councils.
- 12.3 The implementation and operation of the Pilot Project, including the execution and operation of this Agreement and the provision of the services in accordance thereof shall be without prejudice to any Aboriginal title and rights of the Stl'atl'imx Nation or any treaty which may be negotiated by the Stl'atl'imx Nation with the province of British Columbia and/or the Government of Canada.
- 12.4 In this Agreement wherever the singular or masculine is used it will be construed as if the plural or feminine or neuter, as the case may be, had been used where the context or the parties hereto so require.
- 12.5 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 12.6 All terms used herein shall have the same meanings as ascribed to them in the Memorandum of Understanding among Canada, the Province and the Stl'atl'imx Nation Communities with reference to "Stl'atl'imx Nation Tribal Policing service, dated for reference the 1st day of April 1992.
- 12.7 This Agreement will be governed by and construed in accordance with the laws of British Columbia.
- 12.8 Pursuant to Section 38 of the Parliament of Canada Act, it is an express condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.



12.9 The Privacy Act applies to all personal information recorded in any form by the Recipient in connection with any services rendered pursuant to this agreement.

12.10 The Access to Information Act applies to the information and/or reports submitted by the Recipient to the Minister.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year written above

SIGNED on behalf of Her Majesty the Queen in Right of Canada as represented by the Solicitor General of Canada

Michel Roy  
Michel Roy, Director General, Aboriginal Policing, Solicitor General of Canada

SIGNED by Deleon, Member of the Stl'atl'imx Tribal Police Board, on behalf of the Cayoose Creek Band Council

\_\_\_\_\_

SIGNED by Pauline Michel, Member of the Stl'atl'imx Tribal Police Board, on behalf of the Fountain Indian Band Council

\_\_\_\_\_

SIGNED by [Signature], Member of the Stl'atl'imx Tribal Police Board, on behalf of the Lillooet Indian Band Council

\_\_\_\_\_

SIGNED by Allen Steyer, Member of the Stl'atl'imx Tribal Police Board, on behalf of the Mount Currie Indian Band Council

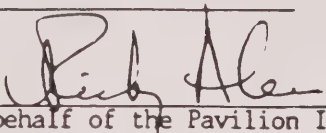
\_\_\_\_\_

SIGNED by , Member of the Stl'atl'imx Tribal Police Board, on behalf of the Seton Lake Indian Band Council

---

SIGNED by , Member of the Stl'atl'imx Tribal Police Board, on behalf of the Anderson Lake Indian Band Council

---

SIGNED by , Member of the Stl'atl'imx Tribal Police Board, on behalf of the Pavilion Indian Band Council



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## Schedule "A"

### Services

The Stl'atl'imx Tribal Police Board has been established by the Stl'atl'imx Nation communities which are signatories to this Agreement, through Band Council Resolutions, to oversee the operations and administration of the Stl'atl'imx Nation Tribal Police (SNTP) for the purpose of this Stl'atl'imx Tribal Police Pilot Project.

The Board is comprised of one representative from each of the Band Councils which have chosen to participate in the Pilot Project. The Band Councils have delegated authority to their appointed representatives to the Board to govern the operations and administration of the SNTP.

The SNTP is comprised of five (or more) Tribal Police officers appointed as special provincial constables under section 9 of the British Columbia Police Act. More special provincial constables may be appointed during the course of the Pilot Project. The special provincial constables have all the power, authority and obligations that are contained within their appointments.

The Recipient will ensure the safety and well-being of the participating Stl'atl'imx Nation Bands by providing, through the Pilot Project, a standard of policing comparable to other communities in British Columbia, and to do so in a manner that is responsive to Stl'atl'imx culture.

The Recipient will develop and maintain effective, efficient and professional policing services by ensuring that:

- 1) Protocols with the British Columbia Police Commission and the Royal Canadian Mounted Police (RCMP) are complied with;
- 2) close cooperation is maintained with the RCMP;
- 3) an appropriate public complaint process is applied in accordance with the Protocol with British Columbia Police Commission, as and when required;
- 4) members of the participating Bands and the general public are well informed about the services provided by the SNTP, and the role performed by the Board; and
- 5) there is full participation of the SNTP and the Board in an evaluation that will determine the effectiveness and efficiency of the policing services, prior to the expiry of the term of this Agreement.
- 6) contracts on behalf of the participating Band Councils (the employers), are entered into for the employment of the special constables, the chief constable, the coordinator and the support staff of the Stl'atl'imx Nation Tribal Police;

The Recipient will employ a coordinator to oversee the development of the Pilot Project, and to assist the Federal/Provincial/Native Committee on Aboriginal Policing to identify issues that may arise during the implementation and operation of the project. This includes issues that may arise as a result of the Protocols, Memorandum of Understanding, employment contracts between the Board and members of the SNTP, the appointments of the special provincial constables, or the Band Council Resolutions of the participating Stl'atl'imx Communities.

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**Schedule "B"**  
**Budget and Payment Schedule**

1. The Minister will make the following payments to the Recipient as a contribution toward the salaries of the Tribal special constables and the coordinator and the operational expenses incurred in providing the services outlined in Schedule "A":

- \$53,625.00 - released in May, 1992 pursuant to the federal Contribution Agreement dated May 26, 1992 in support of the start-up costs for the Pilot Project
- \$53,625.00 - upon the signing of this Agreement
- \$53,625.00 - on October 1, 1992
- \$53,625.00 - on January 1, 1993

Legitimate expenses include officer salaries, staff costs, facilities, training course costs for police officers and volunteers, office equipment and supplies associated with developing, organizing and implementing the program outlined in Schedule "A".

2. The parties agree that in no event will the monies payable to the Recipient under this Agreement exceed, in the aggregate, the sum of \$214,500.00

# STL'ATL'IMX NATION TRIBAL POLICE

PILOT PROJECT

## MEMORANDUM OF UNDERSTANDING

BETWEEN,  
BAND COUNCILS OF PARTICIPATING STL'ATL'IMX NATION COMMUNITIES  
AND  
ATTORNEY GENERAL OF BRITISH COLUMBIA  
AND  
SOLICITOR GENERAL OF CANADA

APRIL 1992



**STL'ATL'IMX NATION  
TRIBAL POLICE**

**MEMORANDUM OF UNDERSTANDING**

**PILOT PROJECT  
APRIL 1992**

*The Stl'atl'imx Nation Tribal Police Pilot Project Memorandum of Understanding was signed on July 24, 1992 at the Julianne Hall on the Lillooet Reserve.*

*Participating in the signing of the Memorandum of Understanding were seven communities of the Stl'atl'imx Nation, the Solicitor General of Canada and, the Attorney General of the Province of British Columbia.*

*The Memorandum of Understanding and its attached band council resolutions, protocols, employment contracts, constable appointments and contribution agreements, enable the Stl'atl'imx Nation Tribal Police to provide policing services to the participating First Nation communities. These policing services are consistent with the Federal Government's First Nations Policing Policy and the Government of British Columbia's Aboriginal Policing Program, and are not inconsistent with the Police Act.*

*Those participating in the signing ceremony include representatives from the:*

- \* Stl'atl'imx Nation*
  - Anderson Lake Indian Band*
  - Cayoose Creek Indian Band*
  - Fountain Indian Band*
  - Lillooet Indian Band*
  - Mount Currie Indian Band*
  - Pavilion Indian Band*
  - Seton Lake Indian Band*
- \* Solicitor General of Canada*
- \* Attorney General of British Columbia*
- \* Royal Canadian Mounted Police*
- \* British Columbia Police Commission*
- \* Stl'atl'imx Nation Police Board*
- \* Stl'atl'imx Nation Tribal Police*



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## MEMORANDUM OF UNDERSTANDING

### STL'ATL'IMX NATION TRIBAL POLICING SERVICE

DATED FOR REFERENCE APRIL 1, 1992

#### **PREAMBLE:**

A. Canada (as represented by the Solicitor General of Canada), the Province of British Columbia (as represented by the Attorney General) and Band Councils of participating communities of the Stl'atl'imx Nation ("Parties") wish to cooperate in the development and implementation of a Pilot Project for the provision of effective and efficient tribal policing services to participating Stl'atl'imx Nation Communities, in a manner that is responsive to their culture.

B. The purpose of the Pilot Project is to examine the feasibility of using a community-based police model for tribal policing; to identify legislative and policy issues; and, to assist in determining policing options for aboriginal communities and governments to consider.

C. For the purposes of this Pilot Project, the participating Stl'atl'imx Nation Communities have agreed through Band Council Resolutions, to appoint a representative committee to act as a police board ("the Board") to employ the members of and govern the operations and administration of the Stl'atl'imx Nation Tribal Police (SNTF). Copies of the Band Council Resolutions are attached as Appendix "A".

D. The Board is comprised of one representative of each of the Stl'atl'imx Nation Communities that have chosen, as evidenced by a duly executed Band Council Resolution, to participate in the Pilot Project ("Participating Community"). The Board intends to govern the operations and administration of the SNTF in the same manner as a municipal police board governs a municipal police department.

E. A Coordinator, employed by the Board as representing the Participating Communities, will assist with the implementation of the Pilot Project by providing advice and information to the Federal/Provincial/Native Committee on Aboriginal Policing ("Committee") who will oversee the Pilot Project.

F. The SNTF is comprised of five (or more) tribal police who for the purposes of the Pilot Project, are appointed special provincial constables under Section 9 of the Police Act, S.B.C. 1988, c.53. Copies of the appointments are attached as Appendix "B". The special provincial constables have all the powers, duties and immunities contained in the appointments. The Parties recognize that close cooperation between the SNTF and the RCMP is essential to enable both to discharge their respective responsibilities, as outlined in the Protocol attached as Appendix "C".

G. A Chief Constable, employed by the Board, is the person employed to be in charge of the SNTP. The designation "Chief Constable" is one of employment only, used as a matter of convenience by the Parties, and is not intended to indicate an office or authority known or recognized at law as a chief constable of a police force.

H. The Parties intend to have the British Columbia Police Commission provide a role, as outlined in the Protocol attached as Appendix "D".

### PILOT PROJECT

1. The Parties agree to develop and implement a Pilot Project for the provision of effective and efficient tribal policing services to Participating Communities, as described in Appendices "A", "B", "C" and "D" and as further described in the Employment Contracts in Appendix "E", the Contribution Agreements for the Province in Appendix "F" and Canada in Appendix "G" and the Budget in Appendix "H".

### TERM

2. The duration of the Pilot Project shall be for the period of fifteen months commencing April 1, 1992.

### FINANCIAL ARRANGEMENT

3. Subject to the appropriation of Parliament, as defined in S.40 of the Financial Administration Act R.S. 1985 CF-10, Canada agrees to fund 52 percent of the Board's expenditure for providing tribal policing services in a manner consistent with the Contribution Agreement, attached as Appendix "G" and the budget attached as Appendix "H".
4. The Province agrees to fund 48 percent of the Board's expenditure for providing the tribal policing services in a manner consistent with the Contribution Agreement, attached as Appendix "F" and the budget attached as Appendix "H". The payment of the funds of the Province is subject to there being sufficient monies available in the appropriation, as defined in the Financial Administration Act, S.B.C. 1981.

### ROLE OF THE STL'ATL'IMX NATION POLICE BOARD

5. The role of the Board is to advance the development and maintenance of effective, efficient and professional policing services of the SNTP by ensuring

that:

- (a) the SNTP maintains complete and up-to-date operational and administrative records and provides information pertaining to such records as Canada and the Province may request;
- (b) the Province be provided reports on policing issues attended to by the SNTP;
- (c) tribal policing services be provided and maintained in a manner consistent with the spirit and intent of the attached protocols and to ensure accountability of the SNTP to the Participating Communities is maintained; and
- (d) adequate facilities are available for the reception of the public, for securing and processing persons detained or arrested and for a private meeting between a person and legal counsel and access to a telephone for detained or arrested persons.

#### ROLE OF THE PROVINCE

6. The role of the Province is to:

- (a) provide funding support as referred to in the Financial Arrangement and set out in Appendix "F";
- (b) provide professional policing advice through the offices of the Police Services Branch of the Ministry of Attorney General, the British Columbia Police Commission and the RCMP Provincial Police service; and
- (c) provide assistance to and representation on the Committee.

#### ROLE OF CANADA

7. The role of Canada is to:

- (a) provide funding support as referred to in the Financial Arrangement and set out in Appendix "G";
- (b) assess and advise, through representation on the Committee, on the development of the Stl'atl'imx Nation Tribal Police service; and



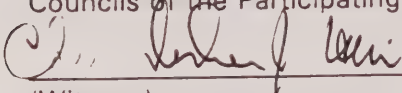
- (c) provide assistance to and representation on the Committee.

**LEGAL EFFECT:**

8. Nothing in this understanding creates, recognizes or denies any legal rights of any of the Parties. The implementation and operation of the Pilot Project shall be without prejudice to the legal positions which may be taken by any of the Parties in court or otherwise, and without prejudice to any aboriginal title or rights of the Stl'atl'imx Nation or any treaty which may be negotiated by and between the Stl'atl'imx Nation, the Province of British Columbia and/or the Government of Canada.


**IN FURTHERANCE OF THE FOREGOING, THE BAND COUNCILS, THE PROVINCE OF BRITISH COLUMBIA AND GOVERNMENT OF CANADA CONCUR** in the execution of this Memorandum of Understanding.

**SIGNED** by the members of the Stl'atl'imx Tribal  
Police Board as representatives of the Band )  
Councils of the Participating Communities. )

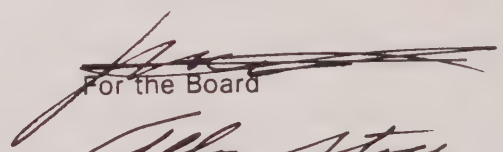
  
(Witness)


Dated:

  
For the Board

  
(Witness)

Dated:

  
For the Board


  
(Witness)

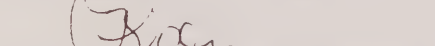
Dated:

  
For the Board

  
(Witness)

Dated:

  
For the Board

  
(Witness)

Dated:

  
For the Board

  
(Witness)

Dated:

  
For the Board

  
(Witness)

Dated:


  
For the Board

MEMORANDUM OF UNDERSTANDING  
STL'ATL'IMX NATION TRIBAL POLICE


5

SIGNED on behalf of Her Majesty )  
the Queen in right of the )  
Province of British Columbia by )  
the duly authorized represent- )  
ative of the Attorney General: )  
)  
)

  
(Witness) Dated: \_\_\_\_\_

  
For the Attorney General

SIGNED on behalf of )  
Her Majesty the Queen )  
in right of the Government )  
of Canada by the duly )  
authorized representative )  
of the Solicitor General. )

  
(Witness) Dated: \_\_\_\_\_

  
For the Solicitor General



# BAND COUNCIL RESOLUTION RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |   |          |
|---|---|----------|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE | Current Capital Balance<br>Solde de capital | \$ _____ |
| AGENCY<br>ANDERSON LAKE INDIAN BAND                   | Committed - Engagé                          | \$ _____ |
| DISTRICT<br>VANCOUVER DISTRICT                        | Current Revenue balance<br>Solde de revenu  | \$ _____ |
| PROVINCE<br>BRITISH COLUMBIA                          | Committed - Engagé                          | \$ _____ |
| PLACE<br>D'ARCY, B.C.                                 |   |          |
| NOM DE L'ENDROIT                                      |   |          |
| DATE<br>17 DAY 07 MONTH MOIS AD 19 97 YEAR ANNÉE      |   |          |

DO HEREBY RESOLVE;  
DECIDE, PAR LES PRÉSENTES:

## WHEREAS

A. The members of our community want effective tribal policing strategies to be employed from within our communities.

B. The St'at'imx Nation Tribal Police (SNTF) was established in 1988 for the purpose of providing a peace keeping service for our community, which in 1990 began providing the policing services as specifically provided in our first Protocol Arrangement with the Royal Canadian Mounted Police (RCMP)

C. The Chief and Council of the ANDERSON LAKE Band, representing the members of that Band and the ANDERSON LAKE Community ("the Band Council") have, together with the Attorney General of British Columbia and for the purpose of providing policing services, approved a 15 month Tribal Police Pilot Project ("Pilot Project") which will begin as of April 1, 1992.

## THEREFORE BE IT RESOLVED THAT:

A quorum for this Bande  
Pour cette bande le quorum est

consists of 2  
fixé à 2

Council Members  
Membres du Conseil

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

*[Signature]*  
(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

| FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE   |  |                           |                                   |   |
|--|--|---------------------------|-----------------------------------|---|
| 1. Band Fund Code<br>Code du compte de bande   | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR<br>A. Capital<br>\$ | B. Revenue - Revenu<br>\$ | 3. Expenditures<br>Dépenses<br>\$ | 4. Authority - Autorité<br>Indian Act Sec<br>Att. de la Loi sur les Indiens |
| 5. Source of Funds<br>Sources des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |  |                           |                                   |   |
| 6. Recommended - Recommandé  | Approved - Approuvé  |                           |                                   |   |
| Date   | Date   |                           |                                   |   |
| Recommending Officer - Recommandé par  | Approving Officer - Approuvé par                               |                           |                                   |   |

BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu", selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |   |   |          |
|---|---|---|----------|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE | ANDERSON LAKE INDIAN BAND                           | Current Capital Balance<br>Solde de capital | \$ _____ |
| AGENCY<br>DISTRICT                                    | VANCOUVER DISTRICT                                  | Committed - Engagé                          | \$ _____ |
| PROVINCE  | BRITISH COLUMBIA                                    | Current Revenue balance<br>Solde de revenu  | \$ _____ |
| PLACE<br>NON DE L'ENDROIT                             | U'ARCY, B.C.  | Committed - Engagé                          | \$ _____ |
| DATE  | 17 DAY - JOUR 07 MONTH - MOIS AD 19 92 YEAR - ANNÉE |   |          |

DO HEREBY RESOLVE:

DECIDE, PAR LES PRÉSENTS:

1. The Band Council hereby agrees to participate in the 15 month Tribal Police Project, the spirit and intent of which is set out in the attached Memorandum of Understanding, the Protocol between the Stl'at'imx Tribal Police Board ("the Board") and the British Columbia Police Commission, and the Protocol between the Chief Constable, on behalf of himself and all other members of the SNTP, and the RCMP.
2. A Stl'at'imx Tribal Police Board ("the Board") is established to represent the Stl'at'imx Communities who have chosen to participate in the Pilot Project, for the purpose of governing the administration and operation of the SNTP and for employing the members and staff of the SNTP, and the staff of the Board. The Board is to be comprised of one representative from each of the Stl'at'imx Communities that have chosen to participate in the Pilot Project.
3. We appoint ERNEST ARMAN as our representative on the Board, who is hereby authorized to take all steps necessary, including the execution of employment contracts, protocols and contribution agreements and any and all further documents, to employ the members and staff of the SNTP, to employ the staff necessary to assist the Board, and to

A quorum for this Bande  
Pour cette bande le quorum est

consists of  
il est de 2  
Council Members  
Membres du Conseil

*Laurence J. S. S. S.*  
(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

## FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

|   |   |   |   |  |
|---|---|---|---|--|
| 1. Band Fund Code<br>Code du fonds de bande | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR<br>A. Capital<br>B. Revenue - Revenu | 3. Expenditure<br>Dépenses                        | 4. Authority - Autorité<br>Indian Act Sec<br>Loi sur l'Indien | 5. Source of Funds<br>Source des fonds<br>Capital Revenu         |
|   | \$ _____  | \$ _____  |   | <input type="checkbox"/> Capital <input type="checkbox"/> Revenu |
| 6. Recommended - Recommandable              |   | Approved - Approuvable                            |   |  |
|   |   | Date _____ Approving Officer - Approuvé par _____ |   |  |

h a i o

NAME

Date \_\_\_\_\_

Approving Officer - Approved per

Date \_\_\_\_\_

Recommending Officer - Recommended by

date

Approving Officer - Approve per

\*\*\*\*\*  
**Bate**  
 \*\*\*\*\*

Recommending Officer - Recommend per

## Base

Approving Officer - Approved per

Beitrag

Recommending Officer - Recommended for

Date \_\_\_\_\_

Approving Officer - Approved per



BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |                                      |   |    |
|---|--------------------------------------|---|----|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE | Cayoos Creek Indian Band             | Current Capital Balance<br>Solde de capital | \$ |
| AGENCY  |                                      | Committed - Engagé                          | \$ |
| DISTRICT  | Vancouver District                   | Current Revenue balance<br>Solde de revenu  | \$ |
| PROVINCE  | British Columbia                     | Committed - Engagé                          | \$ |
| PLACE<br>NOM DE L'ENDROIT                             | Lillooet                             |   |    |
| DATE  | 05 June AD 1992                      |   |    |
|   | DAY - JOUR MONTH - MOIS YEAR - ANNÉE |   |    |

DO HEREBY RESOLVE:  
DECIDE, PAR LES PRÉSENTES:

WHEREAS:

A. The members of our community want effective tribal policing strategies to be employed from within our communities.

B. The Stl'atl'imx Nation Tribal Police (SNTF) was established in 1988 for the purpose of providing a peace keeping service for our community, which in 1990 began providing the policing services as specifically provided in our first Protocol Arrangement with the Royal Canadian Mounted Police (RCMP)

C. The Chief and Council of the Cayoos Creek Indian Band, representing the members of that band and the Cayoos Creek Community ("the Band Council") have, together with the Attorney General of British Columbia and for the purpose of providing policing services, approved a 15 month Tribal Police Pilot Project ("Pilot Project") which will begin as of April 1, 1992.

THEREFORE BE IT RESOLVED THAT:

1. The Band Council hereby agrees to participate in the 15 month Tribal Police Project, the spirit and intent of which is set out in the attached Memorandum of Understanding, the Protocol between the Stl'atl'imx Tribal Police Board (the Board) and the British Columbia Police Commission, and the Protocol between the Chief Constable, on behalf of himself and all other members of the SNTF, and the RCMP.

A quorum for this Band  
Pour cette bande le quorum est

consists of  
il y a

Council Members  
Membres du Conseil

(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

|  |  |                           |                                  |  |   |
|--|--|---------------------------|----------------------------------|--|---|
| 1. Band Fund Code<br>Code du compte de bande | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR<br>A. Capital<br>\$ | D. Revenue - Revenu<br>\$ | 3. Expenditure<br>Dépenses<br>\$ | 4. Authority - Autorité<br>Indian Act 88<br>Art. de la Loi sur les Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| 6. Recommended - Recommandable               |  |                           | Approved - Approuvable           |  |   |
| Date   |  |                           | Date                             |  |   |
| Recommending Officer - Recommandé par        |  |                           | Approving Officer - Approuvé par |  |   |







Indian and Northern  
Affairs Canada

Affaires indiennes  
et du Nord Canada

Indian and Inuit Affairs

Affaires indiennes et inuit

Chronological No. - Numéro consécutif

File Reference - N° de réf. du dossier

**BAND COUNCIL RESOLUTION**  
**RÉSOLUTION DE CONSEIL DE BANDE**

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |  |   |          |
|---|--|---|----------|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE | Cayoos Creek Indian Band                             | Current Capital Balance<br>Solde de capital | \$ _____ |
| AGENCY<br>DISTRICT                                    | Vancouver District                                   | Committed - Engagé                          | \$ _____ |
| PROVINCE  | British Columbia                                     | Current Revenue balance<br>Solde de revenu  | \$ _____ |
| PLACE<br>NOM DE L'ENDROIT                             | Lillooet   | Committed - Engagé                          | \$ _____ |
| DATE  | DAY - JOUR 05 JUNE MONTH - MOIS AD 1992 YEAR - ANNÉE |   |          |

DO HEREBY RESOLVE;  
DECIDE, PAR LES PRÉSENTS:

2. A Stl'atl'imx Tribal Police Board ("the Board") is established to represent the Stl'atl'imx Communities who have chosen to participate in the Pilot Project, for the purpose of governing the administration and operation of the SNTF and for employing the members and staff of the SNTF, and the staff of the Board. The Board is to be comprised of one representative from each of the Stl'atl'imx Communities that have chosen to participate in the Pilot Project.

3. We appoint Trudy Redan as our representative on the Board, who is hereby authorized to take all steps necessary, including the execution of employment contracts, protocols and contribution agreements and any and all further documents, to employ the members and staff of the SNTF, to employ the staff necessary to assist the Board, and to govern the operations and administration of the SNTF in a manner consistent with the spirit and intent of the attached Protocols.

4. We confirm that as an EMPLOYEE OF THE Board, and for the sole purpose of encouraging efficient policing within the spirit and intent of the Pilot Project, and the Chief Constable, as identified in the employment contract attached, on behalf of himself and all other members of the SNTF, is hereby authorized to execute the Protocol with the RCMP.

A quorum for this Bande  
Pour cette bande le quorum est

consists of  
il est de

Council Members  
Membres du Conseil

(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

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(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

**FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE**

|  |   |                                  |   |   |
|--|---|----------------------------------|---|---|
| 1. Band Fund Code<br>Code du compte de bande | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR<br>A. Capital<br>B. Revenue - Revenu | 3. Expenditures<br>Dépenses      | 4. Authority - Autorité<br>Indian Act Sec<br>Art. de la Loi sur les Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| 6. Recommended - Recommandable               |   | Approved - Approuvable           |   |   |
| Date   |   | Date                             |   |   |
| Recommending Officer - Recommandé par        |   | Approving Officer - Approuvé par |   |   |





Indian and Northern  
Affairs Canada

Allaires indiennes  
et du Nord Canada

Indian and Inuit Affairs

Allaires indiennes et inuit

Chronological No. - Numéro consécutif

File Reference - N° de réf. du dossier

## BAND COUNCIL RESOLUTION RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |                            |   |          |
|---|----------------------------|---|----------|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE | Cayoosce Creek Indian Band | Current Capital Balance<br>Solde de capital | \$ _____ |
| AGENCY<br>DISTRICT                                    | Vancouver District         | Committed - Engagé                          | \$ _____ |
| PROVINCE  | British Columbia           | Current Revenue balance<br>Solde de revenu  | \$ _____ |
| PLACE<br>NON DE L'ENDROIT                             | Lillooet                   | Committed - Engagé                          | \$ _____ |
| DATE  | 05 June AD 19 22           | YEAR - ANNÉE                                |          |
|   | DAY - JOUR                 | MONTH - MOIS                                |          |

DO HEREBY RESOLVE;  
DECIDE, PAR LES PRESENTES:

5. We confirm that it is our intent that the SNTP and the Board develop in a manner that will provide the highest possible standard of policing and accountability to our community and that Trudy Redan will report to the Chief and Council on a regular basis to ensure that there is a functioning and proper liaison maintained throughout the duration of the Pilot Project.

6. Throughout the Pilot Project we will ensure continued consultation with Provincial and Federal representatives, and in particular we will bring to the attention of the Board all matters and concerns related to the policing services provided to our communities, and bring to the attention of the Federal/Provincial/Native Committee on Aboriginal Policing all matters and concerns related to Pilot Project.

7. We confirm that our participation in the Pilot Project and future tribal policing initiatives must not prejudice, and is on the express condition that it is without prejudice, to our aboriginal title and rights and our present or future negotiations on any issues related to such title and rights, including aboriginal self-government, land claims or treaty making.

8. We reserve the right to withdraw from the Pilot Project by giving the SNTP and the Board 60 days notice to that effect.

A quorum for this Bande  
Pour cette bande le quorum est

consist of TWO  
fixé à

Council Members  
Membres du Conseil

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

### FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTRE

|  |   |                                  |   |   |
|--|---|----------------------------------|---|---|
| 1. Band Fund Code<br>Code du compte de bande | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR<br>A. Capital<br>B. Revenue - Revenu | 3. Expenditure<br>Dépenses       | 4. Authority - Autorité<br>Indian Act Sec<br>Art. de la Loi sur les Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| 6. Recommended - Recommandable               |   | Approved - Approuvable           |   |   |
| Date   |   | Date                             |   |   |
| Recommending Officer - Recommandé par        |   | Approving Officer - Approuvé par |   |   |



Indian and Northern  
Affairs Canada

Affaires indiennes  
et du Nord Canada

Indian and Inuit Affairs

Affaires indiennes et inuit

Chronological No. - Numéro consécutif

File Reference - N° de réf. du dossier

**BAND COUNCIL RESOLUTION**  
**RÉSOLUTION DE CONSEIL DE BANDE**

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.  
NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE Cayoose Creek Band  
LE CONSEIL DE LA BANDE INDIENNE

AGENCY Vancouver District

DISTRICT

PROVINCE British Columbia

PLACE

NOM DE L'ENDROIT Lillooet, B.C.

DATE 05 June AD 19 92  
DAY - JOUR MONTH - MOIS YEAR - ANNÉE

Current Capital Balance  
Solde de capital \$  
Committed - Engagé \$  
Current Revenue balance  
Solde de revenu \$  
Committed - Engagé \$

DO HEREBY RESOLVE:

DECIDE, PAR LES PRÉSENTES:

9. We recognize the need for the eventual establishment of a fully autonomous tribal police force to be implemented through the continued development of a tribal police service. Pending the success of the Pilot Project, our Band Council will determine on or before February 1993 whether we will continue to participate in the SNTPS tribal policing initiative, by endorsing prior to March 31, 1993 a Tripartite Agreement amongst the Federal Crown,

as represented by the Solicitor General, the Provincial Crown as represented by the Attorney General and the Stl'atl'imx Nation which may, amongst other things provide for a tribal policing service for a five year period beginning April 1, 1993.

A quorum for this Band  
Pour cette bande le quorum est

consists of two  
fixé à

Council Members  
Membres du Conseil

(Chief - Chef)

(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)

(Councillor - Conseiller)

**FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE**

|  |   |                                  |   |   |
|--|---|----------------------------------|---|---|
| 1. Band Fund Code<br>Code du compte de bande | 2. COMPUTER BALANCES - SOLDES D'ORDINATUBA<br>A. Capital \$<br>B. Revenue - Revenu \$ | 3. Expenditure<br>Dépense \$     | 4. Authority - Autorité<br>Indian Act Sec<br>Art. de la Loi sur les Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue<br>Revenu |
| 6. Recommended - Recommandé                  |   | Approved - Approuvable           |   |   |
| Date   |   | Date                             |   |   |
| Recommending Officer - Recommandé par        |   | Approving Officer - Approuvé par |   |   |



BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE

Chronological No. - Numéro chronologique

File Reference - N° de réf. du dossier

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
 NOTE: Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds de la bande.

THE COUNCIL OF THE

LE CONSEIL DE LA BANDE INDIENNE

Fountain Indian Band

AGENCY

DISTRICT

VANCOUVER DISTRICT

PROVINCE

BRITISH COLUMBIA

PLACE

NOM DE L'ENDROIT

Fountain

DATE

9  
DAY - JOURJUNE  
MONTH - MOIS92  
YEAR - ANNÉECurrent Capital Balance  
Solde de capital

\$

Committed - Engagé

\$

Current Revenue Balance  
Solde de revenu

\$

Committed - Engagé

\$

DO HEREBY RESOLVE;

DÉCIDE, PAR LES PRÉSENTES:

## WHEREAS

A. The members of our community want effective tribal policing strategies to be employed from within our communities.

B. The St'at'imx Nation Tribal Police (SNTIP) was established in 1988 for the purpose of providing a peace keeping service for our community, which in 1990 began providing the policing services as specifically provided in our first Protocol Arrangement with the Royal Canadian Mounted Police (RCMP)

C. The Chief and Council of the Fountain Band, representing the members of that Band and the Fountain Community ("the Band Council") have, together with the Attorney General of British Columbia and for the purpose of providing policing services, approved a 15 month Tribal Police Pilot Project ("Pilot Project") which will begin as of April 1, 1992.

## THEREFORE BE IT RESOLVED THAT:

A quorum for this Band  
Pour cette bande le quorum est

consists of  
fixé à

4

Council Members  
Membres du Conseil

Human Alice  
(Councillor - conseiller)

John V. Mountain  
(Councillor - conseiller)

Chris  
(Councillor - conseiller)

Chris  
(Councillor - conseiller)

[Signature]  
(Chief - Chef)

[Signature]  
(Councillor - conseiller)

[Signature]  
(Councillor - conseiller)

[Signature]  
(Councillor - conseiller)

[Signature]  
(Councillor - conseiller)

[Signature]  
(Councillor - conseiller)

[Signature]  
(Councillor - conseiller)

[Signature]  
(Councillor - conseiller)

[Signature]  
(Councillor - conseiller)

## FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

|  |   |                            |   |   |
|--|---|----------------------------|---|---|
| 1. Band Fund Code<br>Code de compte de bande | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR<br>A. Capital<br>B. Revenue - Revenu | 3. Expenditure<br>Dépenses | 4. Authority - Autorité<br>Indian Act Sec<br>Art. de la Loi sur les Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| 6. Recommended - Recommandable               |   | Approved - Approuvable     |   |   |

**BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE**

Pile Reference - N° de réf. du dossier

NOTE: The words "From our Band Funds", "Capital", or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

NOTA: Les mots "Des fonds de notre bande", "Capital" ou "Revenu", selon le cas, doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |   |    |
|---|---|----|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE | Current Capital Balance<br>Solde de capital | \$ |
| AGENCY  | Committed - Engagé                          | \$ |
| DISTRICT  | Current Revenue balance<br>Solde de revenu  | \$ |
| PROVINCE  | Committed - Engagé                          | \$ |
| PLACE   |   |    |
| NOM DE L'ENDROIT                                      |   |    |
| DATE DAY - JOUR MONTH - MOIS AD 19 YEAR - ANNÉE       |   |    |

DO HEREBY RESOLVE;  
DECIDÉ, PAR LES PRÉSENTES:

1. The Band Council hereby agrees to participate in the 15 month Tribal Police Project, the spirit and intent of which is set out in the attached Memorandum of Understanding, the Protocol between the Stl'atl'imx Tribal Police Board ("the Board") and the British Columbia Police Commission, and the Protocol between the Chief Constable, on behalf of himself and all other members of the SNTP, and the RCMP.
2. A Stl'atl'imx Tribal Police Board ("the Board") is established to represent the Stl'atl'imx Communities who have chosen to participate in the Pilot Project, for the purpose of governing the administration and operation of the SNTP and for employing the members and staff of the SNTP, and the staff of the Board. The Board is to be comprised of one representative from each of the Stl'atl'imx Communities that have chosen to participate in the Pilot Project.
3. We appoint Pauline Mitchell our representative on the Board, who is hereby authorized to take all steps necessary, including the execution of employment contracts, protocols and contribution agreements and any and all further documents, to employ the members and staff of the SNTP, to employ the staff necessary to assist the Board, and to

A quorum for this Band  
Pour cette bande le quorum est

consists of  
est fixé à

Council Members  
Membres du Conseil

**4**

Hyman Alee  
(Councillor - conseiller)

Edwin Mowatt  
(Councillor - conseiller)

C. O. Bell  
(Councillor - conseiller)

[Signature]  
(Chief - Chef)

[Signature]  
(Councillor - conseiller)

[Signature]  
(Councillor - conseiller)

[Signature]  
(Councillor - conseiller)

[Signature]  
(Councillor - conseiller)

[Signature]  
(Councillor - conseiller)

[Signature]  
(Councillor - conseiller)

| FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE |   |                           |   |  |                                  |
|--|---|---------------------------|---|--|----------------------------------|
| 1. Band Fund Code<br>Code du compte de bande     | 2. COMPUTER BALANCES - SOLDES D'ORDINAIRE | 3. Expenditure<br>Dépense | 4. Authority - Autorité<br>Indian Act / Rec<br>Indienne | 5. Source of Funds<br>Source des fonds |                                  |
|  | A Capital                                 | B Revenue - Revenu        |   | <input type="checkbox"/> Capital       | <input type="checkbox"/> Revenue |
|  | \$  | \$                        |   |  |                                  |
| 6. Recommended - Recommandable                   |   |                           | Approved - Approuvable                                  |  |                                  |



# BAND COUNCIL RESOLUTION

## RÉSOLUTION DE CONSEIL DE BANDE

File Reference - N° de ref. du dossier

NOTE The words "From our Band Funds", "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
 NOTE Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE

LE CONSEIL DE LA BANDE INDIENNE

AGENCY

DISTRICT

PROVINCE

PLACE

NOM DE L'ENDROIT

DATE

DAY - JOUR

MONTH - MOIS

AD 19

YEAR - ANNÉE

Current Capital Balance

Solde de capital

\$

Committed - Engagé

\$

Current Revenue balance

Solde de revenu

\$

Committed - Engagé

\$

DO HEREBY RESOLVE:

DECIDE, PAR LES PRÉSENTES:

govern the operations and administration of the SNTP in a manner consistent with the spirit and intent of the attached Protocols.

4. We confirm that as an employee of the Board, and for the sole purpose of encouraging efficient policing within the spirit and intent of the Pilot Project, the Chief Constable, as identified in the employment contract attached, on behalf of himself and all other members of the SNTP, is hereby authorized to execute the Protocol with the RCMP.

5. We confirm that it is our intent that the SNTP and the Board develop in a manner that will provide the highest possible standard of policing and accountability to our community and that Pauline Mitchell will report to the Chief and Council on a regular basis to ensure that there is a functioning and proper liaison maintained throughout the duration of the Pilot Project.

6. Throughout the Pilot Project we will ensure continued consultation with Provincial and Federal representatives, and in particular we will bring to the attention of the Board all matters and concerns related to the policing services provided to our communities, and bring to the

A quorum for this Bande  
 Pour cette bande le quorum est

consists of  
 fixé à

4

Council Members  
 Membres du Conseil

Human Alex  
 (Councillor - conseiller)

Edwin Maunat  
 (Councillor - conseiller)

C. G. G. G.  
 (Councillor - conseiller)

(Councillor - conseiller)

Fraser  
 (Chief - Chef)

James J. J.  
 (Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

## FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

|   |   |                            |  |   |
|---|---|----------------------------|--|---|
| 1. Band Fund Code<br>Code du fonds de bande | 2. COMPUTED BALANCES - SOLDES D'ORDINATEUR<br>A. Capital<br>B. Revenue - Revenu | 3. Expenditure<br>Dépenses | 4. Authority - Autorité<br>Indian Act § 80<br>Arrêté de l'Assemblée Indienne | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| 6. Recommended - Recommandé                 | Approved - Approuvé   |                            |  |   |
| Date  | Date  |                            |  |   |
| Recommending Officer - Recommandé par       | Approving Officer - Approuvé par  |                            |  |   |



# BAND COUNCIL RESOLUTION RÉSOLUTION DE CONSEIL DE BANDE

File Reference - N° de réf. du dossier

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |                               |   |          |
|---|-------------------------------|---|----------|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE |                               | Current Capital Balance<br>Solde de capital | \$ _____ |
| AGENCY  |                               | Committed - Engagé                          | \$ _____ |
| DISTRICT  |                               | Current Revenue Balance<br>Solde de revenu  | \$ _____ |
| PROVINCE  |                               | Committed - Engagé                          | \$ _____ |
| PLACE   |                               |   |          |
| NOM DE L'ENDROIT                                      |                               |   |          |
| DATE  | DAY - JOUR MONTH - MOIS AD 19 | YEAR - ANNÉE                                |          |

DO HEREBY RESOLVE;  
DÉCIDE, PAR LES PRÉSENTES:

attention of the Federal/Provincial/Native Committee on Aboriginal Policing all matters and concerns related to the Pilot Project.

7. We confirm that our participation in the Pilot Project and future tribal policing initiatives must not prejudice, and is on the express condition that it is without prejudice, to our aboriginal title and rights and our present or future negotiations on any issues related to such title and rights, including aboriginal self-government, land claims or treaty making.

8. We reserve the right to withdraw from the Pilot Project by giving the SNTP and the Board 60 days notice to that effect.

9. We recognize the need for the eventual establishment of a fully autonomous tribal police force to be implemented through the continued development of a tribal police service. Pending the success of the Pilot Project, our Band Council will determine on or before February 1993 whether we will continue to participate in the SNTP's tribal policing initiative, by endorsing prior to March 31, 1993 a Tripartite Agreement amongst the Federal Crown

A quorum for this Band  
Pour cette bande le quorum est

consists of  
fixé à

Council Members  
Membres du Conseil

4

Heaman Alex  
(Councillor - conseiller)

Edwin Mont  
(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

| FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE |   |                     |                                  |  |   |
|--|---|---------------------|----------------------------------|--|---|
| 1. Band Fund Code<br>Code du compte de bande     | 2. COMPUTER BALANCES - SOLDES D'ORDINAIREUR |                     | 3. Expenditure<br>Dépense        | 4. Authority - Autorité<br>Indig Act Sec<br>Act. de la Loi sur les Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue<br>Revenu |
|  | A. Capital                                  | D. Revenue - Revenu |                                  |  |   |
|  | \$  | \$                  |                                  |  |   |
| 6. Recommended - Recommandé                      |   |                     | Approved - Approuvé              |  |   |
| Date   |   |                     | Date                             |  |   |
| Recommending Officer - Recommandé par            |   |                     | Approving Officer - Approuvé par |  |   |

# BAND COUNCIL RESOLUTION RÉSOLUTION DE CONSEIL DE BANDE

File Reference - N° de réf. du dossier

NOTE: The words "From our Band Funds", "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures for Band Funds.  
NOTA: Les mots "des fonds de notre bande", "Capital" ou "Revenu", selon le cas devront paraître dans toutes les résolutions portant sur des dépenses à même les fonds de la bande.

|   |  |   |          |
|---|--|---|----------|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE |  | Current Capital Balance<br>Solde de capital | \$ _____ |
| AGENCY  |  | Committed - Engagé                          | \$ _____ |
| DISTRICT  |  | Current Revenue balance<br>Solde de revenu  | \$ _____ |
| PROVINCE  |  | Committed - Engagé                          | \$ _____ |
| PLACE   |  |   |          |
| NOM DE L'ENDROIT                                      |  |   |          |
| DATE DAY - JOUR MONTH - MOIS AD 19 YEAR - ANNÉE       |  |   |          |

DO HEREBY RESOLVE;  
DECIDE, PAR LES PRÉSENTS:

as represented by the Solicitor General, the Provincial Crown as represented by the Attorney General and the Sili'at'imix Nation which may, amongst other things provide for a tribal policing service for a five year period beginning April 1, 1993.

A quorum for this Bande  
Pour cette bande le quorum est

consists of /  
il y a

4

Council Members  
Membres du Conseil

Human Alex  
(Councillor - conseiller)

Edna M. M. M.  
(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

| FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE |  |                     |                              |   |
|--|--|---------------------|------------------------------|---|
| 1. Band Fund Code<br>Code de compte de bande     | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR |                     | 3. Expenditure<br>Dépenses   | 4. Authority - Autorité<br>Indian Act Sec<br>Art. de la Loi sur les Indiens |
|  | A. Capital                                 | B. Revenue - Revenu |                              | 5. Source of Funds<br>Source des fonds                                      |
|  | \$ _____                                   | \$ _____            |                              | <input type="checkbox"/> Capital <input type="checkbox"/> Revenue<br>Revenu |
| 6. Recommended - Recommandé                      |  |                     | Approved - Approuvé          |   |
| Date   |  |                     | Date                         |   |
| Recommending Officer - Recommandé                |  |                     | Approving Officer - Approuvé |   |





Indian and Northern  
Affairs Canada

Affaires indiennes  
et du Nord Canada

Indian and Inuit Affairs    Affaires indiennes et inuit

**BAND COUNCIL RESOLUTION**  
**RÉSOLUTION DE CONSEIL DE BANDE**

Chronological No. - Numéro consécutif

File Reference - N° de réf. du dossier

NOTE: The words "From our Band Funds", "Capital", or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.

NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |                          |   |          |
|---|--------------------------|---|----------|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE <u>LILLOOET INDIAN BAND</u> |                          | Current Capital Balance<br>Solde de capital | \$ _____ |
| AGENCY<br>DISTRICT  | <u>VANCOUVER</u>         | Committed - Engagé                          | \$ _____ |
| PROVINCE  | <u>B.C.</u>              | Current Revenue balance<br>Solde de revenu  | \$ _____ |
| PLACE<br>NOM DE L'ENDROIT   | <u>LILLOOET B.C.</u>     | Committed - Engagé                          | \$ _____ |
| DATE <u>10</u> DAY - JOUR   | <u>JUNE</u> MONTH - MOIS | AD 19 <u>1992</u> YEAR - ANNÉE              |          |

DO HEREBY RESOLVE;

DÉCIDE, PAR LES PRÉSENTES:

**WHEREBAS**

A. The members of our community want effective tribal policing strategies to be employed from within our communities.

B. The St'at'imx Nation Tribal Police (SNTP) was established in 1988 for the purpose of providing a peace keeping service for our community, which in 1990 began providing the policing services as specifically provided in our first Protocol Arrangement with the Royal Canadian Mounted Police (RCMP)

C. The Chief and Council of the LILLOOET INDIAN Band, representing the members of that Band and the LILLOOET Community ("the Band Council") have, together with the Attorney General of British Columbia and for the purpose of providing policing services, approved a 15 month Tribal Police Pilot Project ("Pilot Project") which will begin as of April 1, 1992.

**THEREFORE BE IT RESOLVED THAT:**

A quorum for this Band  
Pour cette bande le quorum est

constate of  
fixé à

Council Members  
Membres du Conseil

(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

| FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE          |  |                     |  |   |
|---|--|---------------------|--|---|
| 1. Band Fund Code<br>Code du compte de bande              | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR |                     | 3. Expenditure<br>Dépense                            | 4. Authority - Autorité<br>Indian Act / Sec<br>Art. de la Loi sur les Indiens                               |
|   | A. Capital                                 | B. Revenue / Revenu |  | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
|   | \$ _____                                   | \$ _____            | \$ _____   |   |
| 6. Recommended - Recommandé                               |  |                     | Approved - Approuvé                                  |   |
| Date _____<br>Recommending Officer - Recommandé par _____ |  |                     | Date _____<br>Approving Officer - Approuvé par _____ |   |



**BAND COUNCIL RESOLUTION**  
**RÉSOLUTION DE CONSEIL DE BANDE**

**NOTE:** The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
**NOTA:** Les mots "des fonds de notre bande", "Capital" ou "revenu", selon le cas, doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des Indes.

**THE COUNCIL OF THE**  
**LE CONSEIL DE LA BANDE INDIENNE**

**AGENCY**

**DISTRICT**

**PROVINCE**

**PLACE**

**NOM DE L'ENDROIT**

**DATE**

**DAY - JOUR**

**MONTH - MOIS**

**AD 19**

**YEAR**

**ANNÉE**

**Current Capital Balance**

**Solde de capital**

**\$**

**Committed - Engagé**

**\$**

**Current Revenue Balance**

**Solde de revenu**

**\$**

**Committed - Engagé**

**\$**

**DO HEREBY RESOLVE:**

**DÉCIDE, PAR LES PRÉSENTS:**

1. The Band Council hereby agrees to participate in the 15 month Tribal Police Project, the spirit and intent of which is set out in the attached Memorandum of Understanding, the Protocol between the Stl'atl'imx Tribal Police Board ("the Board") and the British Columbia Police Commission, and the Protocol between the Chief Constable, on behalf of himself and all other members of the SNTP, and the RCMP.

2. A Stl'atl'imx Tribal Police Board ("the Board") is established to represent the Stl'atl'imx Communities who have chosen to participate in the Pilot Project, for the purpose of governing the administration and operation of the SNTP and for employing the members and staff of the SNTP, and the staff of the Board. The Board is to be comprised of one representative from each of the Stl'atl'imx Communities that have chosen to participate in the Pilot Project.

3. We appoint MARILYN NAPOLEON as our representative on the Board, who is hereby authorized to take all steps necessary, including the execution of employment contracts, protocols and contribution agreements and any and all further documents, to employ the members and staff of the SNTP, to employ the staff necessary to assist the Board, and to

A quorum for this Band  
Pour cette bande le quorum est

consists of

fini à

Council Members

Membres du Conseil

(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

**FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE**

|  |   |                           |                                  |   |   |
|--|---|---------------------------|----------------------------------|---|---|
| 1. Band Fund Code<br>Code du compte<br>SP-1000 | 2. COMPUTER BALANCE - SOLDIS D'ORDINATEUR<br>A. Capital<br>\$ | B. Revenue - Revenu<br>\$ | 3. Expenditure<br>Dépense<br>\$  | 4. Authority - Autorité<br>Indian Act Sec<br>Indienne | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| 6. Recommended - Recommandable                 |   |                           | Approved - Approuvable           |   |   |
| Date   |   |                           | Date                             |   |   |
| Recommending Officer - Recommandé par          |   |                           | Approving Officer - Approuvé par |   |   |



1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84





**BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE**

**NOTE:** The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
**NOTA:** Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|  |   |          |
|--|---|----------|
| <b>TITLE COUNCIL OF THE<br/>LE CONSEIL DE LA BANDE INDIENNE</b>  | Current Capital Balance<br>Solde de capital | \$ _____ |
| <b>AGENCY<br/>DISTRICT</b>   | Committed - Engagé                          | \$ _____ |
| <b>PROVINCE</b>  | Current Revenue balance<br>Solde de revenu  | \$ _____ |
| <b>PLACE<br/>NOM DE L'ENDROIT</b>  | Committed - Engagé                          | \$ _____ |
| <b>DATE</b> _____ <b>DAY - JOUR</b> _____ <b>MONTH - MOIS</b> _____ <b>AD 19</b> _____ <b>YEAR - ANNÉE</b> _____ |   |          |

**DO HEREBY RESOLVE:  
DÉCIDE, PAR LES PRÉSENTES:**

attention of the Federal/Provincial/Native Committee on Aboriginal Policing all matters and concerns related to the Pilot Project.

7. We confirm that our participation in the Pilot Project and future tribal policing initiatives must not prejudice, and is on the express condition that it is without prejudice, to our aboriginal title and rights and our present or future negotiations on any issues related to such title and rights, including aboriginal self-government, land claims or treaty making.

8. We reserve the right to withdraw from the Pilot Project by giving the SNTP and the Board 60 days notice to that effect.

9. We recognize the need for the eventual establishment of a fully autonomous tribal police force to be implemented through the continued development of a tribal police service. Pending the success of the Pilot Project, our Band Council will determine on or before February 1993 whether we will continue to participate in the SNTP's tribal policing initiative, by endorsing prior to March 31, 1993 a Tripartite Agreement amongst the Federal Crown

A quorum for this Bande  
Pour cette bande le quorum est

consists of  
(il est à)  
Council Members  
Membres du Conseil

(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

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(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

**FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE**

|  |  |                            |   |   |
|--|--|----------------------------|---|---|
| 1. Band Fund Code<br>Code du compte de fonds           | 2. COMPUTER BALANCE - SOLDES D'ORDINATEUR<br>A. Capital<br>H. Revenue - Revenu | 3. Expenditure<br>Dépenses | 4. Authority - Autorité<br>Indian Act Sec<br>Art. de la Loi sur les Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| 6. Recommended - Recommandable                         |  |                            | Approved - Approuvable  |   |
| Date _____ Recommending Officer - Recommandé par _____ |  |                            | Date _____ Approving Officer - Approuvé par _____                           |   |

**BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE**

**NOTE:** The words "From our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
**NOTA:** Les mots "des fonds de notre bande" "Capital" ou "Revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |   |
|---|---|
| <b>THE COUNCIL OF THE<br/>LE CONSEIL DE LA BANDE INDIENNE</b> | <b>Current Capital Balance<br/>Solde de capital</b> |
| <b>AGENCY</b>   | <b>Committed - Engagé</b>                           |
| <b>DISTRICT</b>   | <b>Current Revenue balance<br/>Solde de revenu</b>  |
| <b>PROVINCE</b>   | <b>Committed - Engagé</b>                           |
| <b>PLACE</b>  |   |
| <b>NOM DE L'ENDROIT</b>                                       |   |
| <b>DATE</b> DAY - JOUR MONTH - MOIS AD 19 YEAR - ANNÉE        |   |

**DO HEREBY RESOLVE;  
DÉCIDE, PAR LES PRÉSENTES:**

as represented by the Solicitor General, the Provincial Crown as represented by the Attorney General and the St'tall'imix Nation which may, amongst other things provide for a tribal policing service for a five year period beginning April 1, 1993.

A quorum for this Band  
Pour cette bande le quorum est  
constituted  
il est constitué  
Council Members  
Membres du Conseil

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

| FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE |  |                     |                                  |   |   |
|--|--|---------------------|----------------------------------|---|---|
| 1. Band Fund Code<br>Code du compte de bande     | 2. COMPUTER BALANCES - SOLDES IMPOUNDABLES<br>A. Capital | B. Revenue - Revenu | 3. Expenditure<br>Dépense        | 4. Authority - Autorité<br>Indian Act Sec<br>Art. de la Loi sur les Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| 6. Recommended - Recommandé                      |  |                     | Approved - Approuvé              |   |   |
| Date   |  |                     | Date                             |   |   |
| Recommending Officer - Recommandé par            |  |                     | Approving Officer - Approuvé par |   |   |





BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE

NOTE The words "From our Band Funds", "Capital" or "Revenue" which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
NOTA Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |                   |   |    |
|---|-------------------|---|----|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE             | MOUNT CURRIE BAND | Current Capital balance<br>Solde de capital | \$ |
| AGENCY<br>DISTRICT  | VANCOUVER         | Committed - Engagé                          | \$ |
| PROVINCE  | BRITISH COLUMBIA  | Current Revenue balance<br>Solde de revenu  | \$ |
| PLACE<br>NOM DE L'ENDROIT   | MOUNT CURRIE      | Committed - Engagé                          | \$ |
| DATE 2nd June<br>DAY - JOUR MONTH - MOIS AD 19 92<br>YEAR - ANNÉE |                   |   |    |

DO HEREBY RESOLVE:  
DÉCIDE, PAR LES PRÉSENTES:

WHEREAS

A. The members of our community want effective tribal policing strategies to be employed from within our communities.

B. The Sd'at'imx Nation Tribal Police (SNTIP) was established in 1988 for the purpose of providing a peace keeping service for our community, which in 1990 began providing the policing services as specifically provided in our first Protocol Arrangement with the Royal Canadian Mounted Police (RCMP)

C. The Chief and Council of the Mount Currie Band, representing the members of that Band and the Mount Currie Community ("the Band Council") have, together with the Attorney General of British Columbia and for the purpose of providing policing services, approved a 15 month Tribal Police Pilot Project ("Pilot Project") which will begin as of April 1, 1992.

THEREFORE BE IT RESOLVED THAT:

A quorum for this Band  
Pour cette bande la quorum est

consists of  
fixé à

Council Members Seven  
Membres du Conseil

Stan Wallace (Chief - Chef)  
Brian Lister (Councillor - conseiller)  
Paul Lister (Councillor - conseiller)  
Glenn Wallace (Councillor - conseiller)  
Shirley Wallace (Councillor - conseiller)  
Thom Ridd (Councillor - conseiller)  
Brian Lister (Councillor - conseiller)  
Margaret Wells (Councillor - conseiller)  
Alan St. John (Councillor - conseiller)  
Robert St. John (Councillor - conseiller)

| FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE |   |                                  |   |
|--|---|----------------------------------|---|
| 1. Band Fund Code<br>Code du compte de bande     | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR<br>A. Capital<br>B. Revenue - Revenu | 3. Expenditure<br>Dépense        | 4. Authority - Autorité<br>Indian Act Sec<br>Art. de la Loi sur les Indiens                                 |
|  | \$  | \$                               | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| 6. Recommended - Recommandé                      |   | Approved - Approuvé              |   |
| Date   |   | Date                             |   |
| Recommending Officer - Recommandé par            |   | Approving Officer - Approuvé par |   |

BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue" whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE  
LE CONSEIL DE LA BANDE INDIENNEAGENCY  
DISTRICT

PROVINCE

PLACE

NOM DE L'ENDROIT

DATE DAY - JOUR MONTH - MOIS YEAR - ANNÉE

Current Capital Balance  
Solde de capital \$

Committed - Engagé \$

Current Revenue Balance  
Solde de revenu \$

Committed - Engagé \$

DO HEREBY RESOLVE;  
DECIDE, PAR LES PRÉSENTES:

1. The Band Council hereby agrees to participate in the 15 month Tribal Police Project, the spirit and intent of which is set out in the attached Memorandum of Understanding, the Protocol between the St'at'imx Tribal Police Board ("the Board") and the British Columbia Police Commission, and the Protocol between the Chief Constable, on behalf of himself and all other members of the SNTF, and the RCMP.

2. A St'at'imx Tribal Police Board ("the Board") is established to represent the St'at'imx Communities who have chosen to participate in the Pilot Project, for the purpose of governing the administration and operation of the SNTF and for employing the members and staff of the SNTF, and the staff of the Board. The Board is to be comprised of one representative from each of the St'at'imx Communities that have chosen to participate in the Pilot Project.

3. We appoint Allen Stager as our representative on the Board, who is hereby authorized to take all steps necessary, including the execution of employment contracts, protocols and contribution agreements and any and all further documents, to employ the members and staff of the SNTF, to employ the staff necessary to assist the Board, and to

A quorum for this Band  
Pour cette bande le quorum estconstituted of  
fixé à Seven  
Council Members  
Membres du Conseil

(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

## FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

|   |   |                        |                                  |   |   |
|---|---|------------------------|----------------------------------|---|---|
| 1. Band Fund Code<br>Code du fonds de bande | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR<br>A. CAPITAL \$ | B. REVENUE - Revenu \$ | 3. Expenditure<br>Dépense \$     | 4. Authority - Autorité<br>Indian Act Sec<br>Loi sur l'Indien | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| 6. Recommended - Recommandé                 |   |                        | Approved - Approuvé              |   |   |
| Date  |   |                        | Date                             |   |   |
| Recommending Officer - Recommandé par       |   |                        | Approving Officer - Approuvé par |   |   |



BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.  
NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |   |          |
|---|---|----------|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE                         | Current Capital Balance<br>Solde de capital | \$ _____ |
| AGENCY<br>DISTRICT  | Committed - Engagé                          | \$ _____ |
| PROVINCE  | Current Revenue balance<br>Solde de revenu  | \$ _____ |
| PLACE<br>NOM DE L'ENDROIT   | Committed - Engagé                          | \$ _____ |
| DATE _____ DAY - JOUR _____ MONTH - MOIS _____ AD 19 _____ YEAR - ANNÉE _____ |   |          |

DO HEREBY RESOLVE;  
DECIDE, PAR LES PRÉSENTES:

govern the operations and administration of the SNTP in a manner consistent with the spirit and intent of the attached Protocols.

4. We confirm that as an employee of the Board, and for the sole purpose of encouraging efficient policing within the spirit and intent of the Pilot Project, the Chief Constable, as identified in the employment contract attached, on behalf of himself and all other members of the SNTP, is hereby authorized to execute the Protocol with the RCMP.

5. We confirm that it is our intent that the SNTP and the Board develop in a manner that will provide the highest possible standard of policing and accountability to our community and that Allen Stager will report to the Chief and Council on a regular basis to ensure that there is a functioning and proper liaison maintained throughout the duration of the Pilot Project.

6. Throughout the Pilot Project we will ensure continued consultation with Provincial and Federal representatives, and in particular we will bring to the attention of the Board all matters and concerns related to the policing services provided to our communities, and bring to the

A quorum for this Bande  
Pour cette bande le quorum est

consists of Seven  
(il y a)  
Council Members  
Membres du Conseil

(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

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(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

## FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

|   |   |                                 |  |   |   |
|---|---|---------------------------------|--|---|---|
| 1. Band Fund Code<br>Code du conseil<br>de bande          | 2. COMPUTER BALANCE - SOLDES D'ORDINATEUR<br>A. Capital<br>\$ _____ | B. Revenue - Revenu<br>\$ _____ | 3. Expenditure<br>Dépense<br>\$ _____                | 4. Authority - Autorité<br>Indian Act Sec<br>Art. 80 de la Loi sur<br>les Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| 6. Recommended - Recommandable                            |   |                                 | Approved - Approuvable                               |   |   |
| Date _____<br>Recommending Officer - Recommande par _____ |   |                                 | Date _____<br>Approving Officer - Approuvé par _____ |   |   |



BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.

NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |   |                    |
|---|---|--------------------|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE | Current Capital Balance<br>Solde de capital | \$                 |
| AGENCY  | Committed - Engagé                          | \$                 |
| DISTRICT  | Current Revenue balance<br>Solde de revenu  | \$                 |
| PROVINCE  | Committed - Engagé                          | \$                 |
| PLACE   |   |                    |
| NOM DE L'ENDROIT                                      |   |                    |
| DATE  |   |                    |
| DAY - JOUR  | MONTH - MOIS                                | AD 19 YEAR - ANNÉE |

DO HEREBY RESOLVE:

DECIDE, PAR LES PRÉSENTES:

attention of the Federal/Provincial/Native Committee on Aboriginal Policing all matters and concerns related to the Pilot Project.

7. We confirm that our participation in the Pilot Project and future tribal policing initiatives must not prejudice, and is on the express condition that it is without prejudice, to our aboriginal title and rights and our present or future negotiations on any issues related to such title and rights, including aboriginal self-government, land claims or treaty making.

8. We reserve the right to withdraw from the Pilot Project by giving the SNTP and the Board 60 days notice to that effect.

9. We recognize the need for the eventual establishment of a fully autonomous tribal police force to be implemented through the continued development of a tribal police service. Pending the success of the Pilot Project, our Band Council will determine on or before February 1993 whether we will continue to participate in the SNTP's tribal policing initiative, by endorsing prior to March 31, 1993 a Tripartite Agreement amongst the Federal Crown

A quorum for this Band  
Pour cette bande le quorum est

consists of  
fixé à

Seven  
Councillors  
Membres du Conseil

(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

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(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

## FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

|   |   |                                  |  |   |
|---|---|----------------------------------|--|---|
| 1. Band Fund Code<br>Code du compte<br>de bande | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR<br>A. Capital<br>B. Revenue - Revenu | 3. Expenditure<br>Dépenses       | 4. Authority - Autorité<br>Indian Act Sec<br>Art. de la Loi sur les<br>Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| 6. Recommended - Recommandable                  |   | Approved - Approuvable           |  |   |
| Date  |   | Date                             |  |   |
| Recommending Officer - Recommandé par           |   | Approving Officer - Approuvé par |  |   |

# BAND COUNCIL RESOLUTION RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

NOTA: Les mots "des fonds de notre bande" "Capital" ou "Revenu", selon le cas, doivent apparaître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |   |          |
|---|---|----------|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE                         | Current Capital Balance<br>Solde de capital | \$ _____ |
| AGENCY  | Committed - Engagé                          | \$ _____ |
| DISTRICT  | Current Revenue Balance<br>Solde de revenu  | \$ _____ |
| PROVINCE  | Committed - Engagé                          | \$ _____ |
| PLACE   |   |          |
| NOM DE L'ENDROIT  |   |          |
| DATE _____ DAY - JOUR _____ MONTH - MOIS _____ AD 19 _____ YEAR - ANNÉE _____ |   |          |

DO HEREBY RESOLVE;  
DÉCIDE, PAR LES PRÉSENTS:

as represented by the Solicitor General, the Provincial Crown as represented by the Attorney General and the St'at'imx Nation which may, amongst other things provide for a tribal policing service for a five year period beginning April 1, 1993.

A quorum for this Bande  
Pour cette bande le quorum est

consists of \_\_\_\_\_ Seven  
(fixé à)

Council Members  
Membres du Conseil

(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

## FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

|   |   |                                 |  |   |   |
|---|---|---------------------------------|--|---|---|
| 1. Band Fund Code<br>Code du compte de bande              | 2. COMPUTER BALANCES - SOLDES INFORMATIQUES<br>A. Capital<br>\$ _____ | B. Revenue - Revenu<br>\$ _____ | 3. Expenditure<br>Dépenses<br>\$ _____               | 4. Authority - Autorité<br>Indian Act / Rec<br>Art. de la Loi sur les Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| 6. Recommended - Recommandable                            |   |                                 | Approved - Approuvable                               |   |   |
| Date _____<br>Recommending Officer - Recommandé par _____ |   |                                 | Date _____<br>Approving Officer - Approuvé par _____ |   |   |



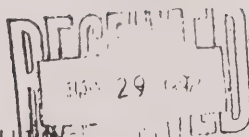


Indian and Northern  
Affairs Canada

Affaires indiennes  
et du Nord Canada

Indian and Inuit Affairs

Affaires indiennes et  
inuit



BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE

Chronological No. - Numéro chronologique

File Reference - N° de ref. du dossier

594 - 1992/93-0528

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|  |                      |   |    |
|--|----------------------|---|----|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE    | PAVILION INDIAN BAND | Current Capital Balance<br>Solde de capital | \$ |
| AGENCY   |                      | Committed - Engagé                          | \$ |
| DISTRICT   | VANCOUVER DISTRICT   | Current Revenue balance<br>Solde de revenu  | \$ |
| PROVINCE   | BRITISH COLUMBIA     | Committed - Engagé                          | \$ |
| PLACE<br>NOM DE L'ENDROIT                                | PAVILION             |   |    |
| DATE 28 May 1992<br>DAY - MOIS MONTH - MOIS YEAR - ANNÉE |                      |   |    |

DO HEREBY RESOLVE:  
DECIDE, PAR LES PRÉSENTS:

WHEREAS

A. The members of our community want effective tribal policing strategies to be employed from within our communities.

B. The St'at'imx Nation Tribal Police (SNTIP) was established in 1988 for the purpose of providing a peace keeping service for our community, which in 1990 began providing the policing services as specifically provided in our first Protocol Arrangement with the Royal Canadian Mounted Police (RCMP)

C. The Chief and Council of the Pavilion Indian Band, representing the members of that Band and the Pavilion Community ("the Band Council") have, together with the Attorney General of British Columbia and for the purpose of providing policing services, approved a 15 month Tribal Police Pilot Project ("Pilot Project") which will begin as of April 1, 1992.

THEREFORE BE IT RESOLVED THAT:

A quorum for this Band  
Pour cette bande le quorum est

consists of 3  
fixé à

Council Members  
Membres du Conseil

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Chief - Chef)  
(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

| FOR DEPARTMENTAL USE ONLY - RÉSERVE AU MINISTÈRE |   |                                  |   |   |
|--|---|----------------------------------|---|---|
| 1. Band Fund Code<br>Code du compte de fonds     | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR<br>A. Capital<br>B. Revenue - Revenu | 3. Expenditure<br>Dépenses       | 4. Authority - Autorité<br>Indian Act Sec<br>Art. de la Loi sur les Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue<br>Revenu |
| 6. Recommended - Recommandable                   |   | Approved - Approuvable           |   |   |
| Date   |   | Date                             |   |   |
| Recommending Officer - Recommandé par            |   | Approving Officer - Approuvé par |   |   |

BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE

File Reference - N° de ref. du dossier

594 - 1992/93 - 0528-2

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
NOTA: Les mots "Mes fonds de notre bande", "Capital" ou "Revenu", selon le cas doivent figurer dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |   |    |
|---|---|----|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE | Current Capital Balance<br>Solde de capital | \$ |
| AGENCY  | Committed - Engagé                          | \$ |
| DISTRICT  | Current Revenue Balance<br>Solde de revenu  | \$ |
| PROVINCE  | Committed - Engagé                          | \$ |
| PLACE   |   |    |
| NOM DE L'ENDROIT                                      |   |    |
| DATE DAY - JOUR MONTH - Mois YEAR - ANNEE             |   |    |

DO HEREBY RESOLVE;  
DÉCIDE, PAR LES PRÉSENTES:

1. The Band Council hereby agrees to participate in the 15 month Tribal Police Project, the spirit and intent of which is set out in the attached Memorandum of Understanding, the Protocol between the Stl'at'imx Tribal Police Board ("the Board") and the British Columbia Police Commission, and the Protocol between the Chief Constable, on behalf of himself and all other members of the SNTP, and the RCMP.

2. A Stl'at'imx Tribal Police Board ("the Board") is established to represent the Stl'at'imx Communities who have chosen to participate in the Pilot Project, for the purpose of governing the administration and operation of the SNTP and for employing the members and staff of the SNTP, and the staff of the Board. The Board is to be comprised of one representative from each of the Stl'at'imx Communities that have chosen to participate in the Pilot Project.

3. We appoint Rick Alec as our representative on the Board, who is hereby authorized to take all steps necessary, including the execution of employment contracts, protocols and contribution agreements and any and all further documents, to employ the members and staff of the SNTP, to employ the staff necessary to assist the Board, and to

A quorum for this Band  
Pour cette bande le quorum est

consists of 3  
il est de

Council Members  
Membres du Conseil

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Chief - Chef)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

| FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE |   |                           |  |   |
|--|---|---------------------------|--|---|
| 1. Band Fund Code<br>Code du compte<br>du fonds  | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR<br>A. Capital<br>B. Revenue - Revenu | 3. Expenditure<br>Dépense | 4. Authority - Autorité<br>Indian Act Sec<br>Loi des Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| 6. Recommended - Recommandable                   | Approved - Approuvable  |                           |  |   |
| Date   | Date  |                           |  |   |
| Recommending Officer - Recommandé par            | Approving Officer - Approuvé par  |                           |  |   |



**BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE**

NOTE: The words "From our Band Funds", "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |   |          |
|---|---|----------|
| THIR COUNCIL OF THIR<br>LE CONSEIL DE LA BANDE INDIENNE | Current Capital Balance<br>Solde de capital | \$ _____ |
| AGENCY<br>DISTRICT                                      | Committed - Engagé                          | \$ _____ |
| PROVINCE  | Current Revenue balance<br>Solde de revenu  | \$ _____ |
| PLACE<br>NOM DE L'ENDROIT                               | Committed - Engagé                          | \$ _____ |
| DATE DAY - JOUR MONTH - MOIS AD 19 YEAR - ANNÉE         |   |          |

DO HEREBY RESOLVE:  
DÉCIDE, PAR LRS PRÉSENTES:

govern the operations and administration of the SNTP in a manner consistent with the spirit and intent of the attached Protocols.

4. We confirm that as an employee of the Board, and for the sole purpose of encouraging efficient policing within the spirit and intent of the Pilot Project, the Chief Constable, as identified in the employment contract attached, on behalf of himself and all other members of the SNTP, is hereby authorized to execute the Protocol with the RCMP.

5. We confirm that it is our intent that the SNTP and the Board develop in a manner that will provide the highest possible standard of policing and accountability to our community and that Rick Alec will report to the Chief and Council on a regular basis to ensure that there is a functioning and proper liaison maintained throughout the duration of the Pilot Project.

6. Throughout the Pilot Project we will ensure continued consultation with Provincial and Federal representatives, and in particular we will bring to the attention of the Board all matters and concerns related to the policing services provided to our communities, and bring to the

A quorum for this Bande  
Pour cette bande le quorum est

consists of 3  
il est à  
Council Members  
Membres du Conseil

*[Signature]*  
(Chief - Chef)

*[Signature]*  
(Councillor - conseiller)  
*[Signature]*  
(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

| FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE |   |                                  |   |   |
|--|---|----------------------------------|---|---|
| 1. Band Fund Code<br>Code du compte de bande     | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR<br>A. Capital<br>B. Revenue - Revenu | 3. Expenditure<br>Dépenses       | 4. Authority - Autorité<br>Indian Act Sec<br>Arrêté du conseil de bande<br>Indienne | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| 6. Recommended - Recommandable                   |   | Approved - Approuvable           |   |   |
| Date   |   | Date                             |   |   |
| Recommending Officer - Recommandé par            |   | Approving Officer - Approuvé par |   |   |



**BAND COUNCIL RESOLUTION**  
**RÉSOLUTION DE CONSEIL DE BANDE**

**NOTE:** The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
**NOTA:** Les mots "des fonds de notre bande", "Capital" ou "Revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |   |    |
|---|---|----|
| <b>THE COUNCIL OF THE<br/>LE CONSEIL DE LA BANDE INDIENNE</b> | Current Capital Balance<br>Solde de capital | \$ |
| <b>AGENCY</b>   | Committed - Engagé                          | \$ |
| <b>DISTRICT</b>   | Current Revenue balance<br>Solde de revenu  | \$ |
| <b>PROVINCE</b>   | Committed - Engagé                          | \$ |
| <b>PLACE</b>  |   |    |
| <b>NOM DE L'ENDROIT</b>                                       |   |    |
| <b>DATE</b> DAY - JOUR MONTH - MOIS AD 19 YEAR - ANNÉE        |   |    |

**DO HEREBY RESOLVE:**  
**DÉCIDE, PAR LRS PRÉSENTES.**

attention of the Federal/Provincial/Native Committee on Aboriginal Policing all matters and concerns related to the Pilot Project.

7. We confirm that our participation in the Pilot Project and future tribal policing initiatives must not prejudice, and is on the express condition that it is without prejudice, to our aboriginal title and rights and our present or future negotiations on any issues related to such title and rights, including aboriginal self-government, land claims or treaty making.

8. We reserve the right to withdraw from the Pilot Project by giving the SNTP and the Board 60 days notice to that effect.

9. We recognize the need for the eventual establishment of a fully autonomous tribal police force to be implemented through the continued development of a tribal police service. Pending the success of the Pilot Project, our Band Council will determine on or before February 1993 whether we will continue to participate in the SNTP's tribal policing initiative, by endorsing prior to March 31, 1993 a Tripartite Agreement amongst the Federal Crown

A quorum for this Band  
Pour cette bande le quorum est  
constituted of  
Il est  
Council Members  
Membres du Conseil

*[Signature]*  
(Councillor - conseiller)  
*[Signature]*  
(Councillor - conseiller)  
*[Signature]*  
(Councillor - conseiller)  
*[Signature]*  
(Councillor - conseiller)  
*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Chief - Chef)

*[Signature]*  
(Councillor - conseiller)  
*[Signature]*  
(Councillor - conseiller)  
*[Signature]*  
(Councillor - conseiller)  
*[Signature]*  
(Councillor - conseiller)  
*[Signature]*  
(Councillor - conseiller)

| FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE |  |                     |                            |   |
|--|--|---------------------|----------------------------|---|
| 1. Band Fund Code<br>Code du compte de bande     | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR |                     | 3. Expenditure<br>Dépenses | 4. Authority - Autorité<br>Indian Act Sec<br>Art. de la Loi sur les Indiens                                 |
|  | A. Capital                                 | B. Revenue - Revenu |                            | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| 4. Recommended - Recommandable                   |  |                     | Approved - Approuvable     |   |
| Date   | Recommending Officer - Recommandé par      |                     | Date                       | Approving Officer - Approuvé par  |

**BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE**

File Reference - NO de ref. du dossier  
594 - 1992/93 - 0528 - 5

**NOTE:** The words "From our Band Funds" Capital or Revenue which ever is the case must appear in all resolutions requesting expenditure for Band Funds.  
**NOTA:** Les mots "des fonds de notre bande" Capital ou Revenu, lequel est le cas doit apparaître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

THE COUNCIL OF THE

LE CONSEIL DE LA BANDE INDIENNE

AGENCY

DISTRICT

PROVINCE

PLACE

NOM DE L'ENDROIT

DATE

DAY - JOUR

MONTH - MOIS

AD 19

YEAR - ANNÉE

Current Capital Balance  
Solde de capital

\$

Committed - Engagé

\$

Current Revenue balance  
Solde de revenu

\$

Committed - Engagé

\$

DO HEREBY RESOLVE:

DÉCIDE, PAR LES PRÉSENTS:

as represented by the Solicitor General, the Provincial Crown as represented by the Attorney General and the St'at'imx Nation which may, amongst other things provide for a tribal policing service for a five year period beginning April 1, 1993.

A quorum for this Band  
Pour cette bande le quorum est

consists of  
(il est à)

Council Members  
Membres du Conseil

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Chief - Chef)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

**FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE**

1. Band Fund Code  
Code du compte de bande

2. COMPUTER BALANCES - SOLDES D'ORDINATEUR  
A. Capital

B. Revenue - Revenu

3. Expenditure  
Dépenses

4. Authority - Autorité  
Indian Act Sec  
Art. de la Loi sur les Indiens

5. Source of Funds  
Source des fonds  
☐ Capital ☐ Revenue

6. Recommended - Recommandé

Approved - Approuvé

Date

Recommending Officer - Recommandé par

Date

Approving Officer - Approuvé par





**BAND COUNCIL RESOLUTION**  
**RÉSOLUTION DE CONSEIL DE BANDE**

NOTE: The words "From our Band Funds" "Capital" or "Revenue" which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |                        |   |              |
|---|------------------------|---|--------------|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE | SETON LAKE INDIAN BAND | Current Capital Balance<br>Solde de capital | \$           |
| AGENCY  |                        | Committed - Engagé                          | \$           |
| DISTRICT  | VANCOUVER DISTRICT     | Current Revenue balance<br>Solde de revenu  | \$           |
| PROVINCE  | BRITISH COLUMBIA       | Committed - Engagé                          | \$           |
| PLACE   | SHALALTH               |   |              |
| NOM DE L'ENDROIT                                      |                        |   |              |
| DATE  | JUNE 92                |   |              |
|   | MONT - MOIS            |   | YEAR - ANNÉE |

DO HEREBY RESOLVE:  
DECIDE, PAR LES PRÉSENTES:

**WHEREAS**

A. The members of our community want effective tribal policing strategies to be employed from within our communities.

B. The Sûl'at'imx Nation Tribal Police (SNTP) was established in 1988 for the purpose of providing a peace keeping service for our community, which in 1990 began providing the policing services as specifically provided in our first Protocol Arrangement with the Royal Canadian Mounted Police (RCMP)

C. The Chief and Council of the SETON LAKE INDIAN Band, representing the members of that Band and the Seton Lake Band Community ("the Band Council") have, together with the Attorney General of British Columbia and for the purpose of providing policing services, approved a 15 month Tribal Police Pilot Project ("Pilot Project") which will begin as of April 1, 1992.

**THEREFORE BE IT RESOLVED THAT:**

A quorum for this Band  
Pour cette bande le quorum est

consists of  
fixé à

Council Members  
Membres du Conseil

  
(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

| FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE |   |                                  |  |   |
|--|---|----------------------------------|--|---|
| 1. Band Fund Code<br>Code du compte de bande     | 2. COMPUTER BALANCES - SOLDES D'ORDINATRUX<br>A. Capital<br>B. Revenue - Revenu | 3. Expenditure<br>Dépense        | 4. Authority - Autorité<br>Indian Act / Soc<br>Art. de la Loi sur les<br>Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| Recommended - Recommandé                         |   | Approved - Approuvé              |  |   |
| Date   |   | Approving Officer - Approuvé par |  |   |
| Recommending Officer - Recommandé par            |   |                                  |  |   |

BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |                                 |   |    |
|---|---------------------------------|---|----|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE | SETON LAKE INDIAN BAND          | Current Capital Balance<br>Solde de capital | \$ |
| AGENCY<br>DISTRICT                                    | VANCOUVER DISTRICT              | Committed - Engagé                          | \$ |
| PROVINCE  | BRITISH COLUMBIA                | Current Revenue balance<br>Solde de revenu  | \$ |
| PLACE<br>NOM DE L'ENDROIT                             | SHALALTH                        | Committed - Engagé                          | \$ |
| DATE  | JUNE<br>DAY - JOUR MONTH - MOIS | AD 82<br>YEAR - ANNÉE                       |    |

DO HEREBY RESOLVE:  
DÉCIDE, PAR LES PRÉSENTS:

1. The Band Council hereby agrees to participate in the 15 month Tribal Police Project, the spirit and intent of which is set out in the attached Memorandum of Understanding, the Protocol between the Su'alt'imx Tribal Police Board ("the Board") and the British Columbia Police Commission, and the Protocol between the Chief Constable, on behalf of himself and all other members of the SNTP, and the RCMP.
2. A Su'alt'imx Tribal Police Board ("the Board") is established to represent the Su'alt'imx Communities who have chosen to participate in the Pilot Project, for the purpose of governing the administration and operation of the SNTP and for employing the members and staff of the SNTP, and the staff of the Board. The Board is to be comprised of one representative from each of the Su'alt'imx Communities that have chosen to participate in the Pilot Project.
3. We appoint Brad Olman as our representative on the Board, who is hereby authorized to take all steps necessary, including the execution of employment contracts, protocols and contribution agreements and any and all further documents, to employ the members and staff of the SNTP, to employ the staff necessary to assist the Board, and to

A quorum for this Bande  
Pour cette bande le quorum est

consists of  
il y a  
3  
Council Members  
Membres du Conseil

*L. W. Seday*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

*[Signature]*  
(Chief - Chef)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

## FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

|   |   |                           |                                  |  |   |
|---|---|---------------------------|----------------------------------|--|---|
| 1. Band Fund Code<br>Code du compte<br>de bande | 2. COMPUTED BALANCES - SOLDES D'ORDINATRICE<br>A. Capital<br>\$ | B. Revenue - Revenu<br>\$ | 3. Expenditure<br>Dépense<br>\$  | 4. Authority - Autorité<br>Indian Act Sec.<br>Indienne | 5. Source of Funds<br>Source des fonds<br>Capital <input type="checkbox"/> Revenue <input type="checkbox"/> |
| Recommended - Recommandé par                    |   |                           | Approved - Approuvé par          |  |   |
| Date  |   |                           | Date                             |  |   |
| Recommending Officer - Recommandé par           |   |                           | Approving Officer - Approuvé par |  |   |





BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

NOTA: Les mots "Mes fonds de notre bande", "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |  |   |       |
|---|--|---|-------|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE |  | Current Capital Balance<br>Solde de capital | \$    |
| AGENCY<br>DISTRICT                                    |  | Committed - Engagé                          | \$    |
| VANCOUVER DISTRICT                                    |  | Current Revenue balance<br>Solde de revenu  | \$    |
| PROVINCE<br>BRITISH COLUMBIA                          |  | Committed - Engagé                          | \$    |
| PLACE<br>NOM DE L'ENDROIT                             |  |   |       |
| SHALALTH  |  |   |       |
| DATE  |  |   |       |
| DAY - JOUR  |  | JUNE  | AD 19 |
|   |  | MONTH - MOIS                                | 92    |
|   |  | YEAR - ANNÉE                                |       |

DO HEREBY RESOLVE:  
DÉCIDE, PAR LES PRÉSENTES:

govern the operations and administration of the SNTP in a manner consistent with the spirit and intent of the attached Protocols.

4. We confirm that as an employee of the Board, and for the sole purpose of encouraging efficient policing within the spirit and intent of the Pilot Project, the Chief Constable, as identified in the employment contract attached, on behalf of himself and all other members of the SNTP, is hereby authorized to execute the Protocol with the RCMP.

5. We confirm that it is our intent that the SNTP and the Board develop in a manner that will provide the highest possible standard of policing and accountability to our community and that Brad Olenan will report to the Chief and Council on a regular basis to ensure that there is a functioning and proper liaison maintained throughout the duration of the Pilot Project.

6. Throughout the Pilot Project we will ensure continued consultation with Provincial and Federal representatives, and in particular we will bring to the attention of the Board all matters and concerns related to the policing services provided to our communities, and bring to the

A quorum for this Bande  
Pour cette bande le quorum est

consists of  
il est de

3

Council Members  
Membres du Conseil

  
(Chief - Chef)

  
(Councillor - conseiller)

  
(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

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(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

|                                       |   |                                  |   |  |
|---------------------------------------|---|----------------------------------|---|--|
| 1. Band Fund Code<br>Code du fonds    | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR<br>A. Capital<br>B. Revenue - Revenu | 3. Expenditure<br>Dépense        | 4. Authority - Autorité<br>Indian Act / Loi<br>Arr. de la Loi sur les Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenu |
| \$                                    | \$  | \$                               |   |  |
| L Recommended - Recommandable         |   | Approved - Approuvable           |   |  |
| Date                                  |   | Date                             |   |  |
| Recommending Officer - Recommande par |   | Approving Officer - Approuve par |   |  |



10-19848-791 7529-21-023-4602

**BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE**

NOTE: The words "From our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent figurer dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|  |  |   |          |
|--|--|---|----------|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE | SETON LAKE INDIAN BAND                     | Current Capital Balance<br>Solde de capital | \$ _____ |
| AGENCY                                       |  | Committed - Engagé                          | \$ _____ |
| DISTRICT                                     | VANCOUVER DISTRICT                         | Current Revenue balance<br>Solde de revenu  | \$ _____ |
| PROVINCE                                     | BRITISH COLUMBIA                           | Committed - Engagé                          | \$ _____ |
| PLACE  |  |   |          |
| NOM DE L'ENDROIT                             | SHALALTHI                                  |   |          |
| DATE   | DAY - JOUR MONTH - MOIS AD 19 YEAR - ANNÉE |   |          |

DO HEREBY RESOLVE:  
DECIDE, PAR LES PRÉSENTS:

as represented by the Solicitor General, the Provincial Crown as represented by the Attorney General and the St'at'imx Nation which may, amongst other things provide for a tribal policing service for a five year period beginning April 1, 1993.

A quorum for this Bande  
Pour cette bande le quorum est

constituted of  
lié à 3

Council Members  
Membres du Conseil

*[Signature]*  
Chief - Chef

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

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(Councillor - conseiller)

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(Councillor - conseiller)

(Councillor - conseiller)

**FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE**

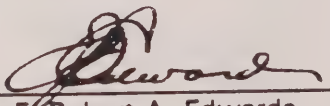
|  |   |                                  |   |   |
|--|---|----------------------------------|---|---|
| 1. Band Fund Code<br>Code du compte de bande | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR<br>A. Capital<br>B. Revenue - Revenu | 3. Expenditure<br>Dépense        | 4. Authority - Autorité<br>Indian Act Sec<br>Art. de la Loi sur les Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| Recommended - Recommandé                     |   | Approved - Approuvé              |   |   |
| Date   |   | Date                             |   |   |
| Recommending Officer - Recommandé par        |   | Approving Officer - Approuvé par |   |   |

POLICE ACT

APPOINTMENT AS SPECIAL PROVINCIAL CONSTABLE  
FOR THE  
STL'ATL'IMX NATION TRIBAL POLICING SERVICE

Pursuant to Section 9 of the Police Act, S.B.C. 1988, c.53, I hereby appoint **DONALD HOWARD HARRIS** as a special provincial constable (the "Constable") for a term commencing on the date of this appointment and ending on the 30th day of June, 1993 (the "Term"). The duties and powers hereby conferred are to preserve and maintain the public peace, to prevent crime and offences against the law, aid in the administration of justice, and to enforce the laws in force in British Columbia, including without limitation all enactments and statute law and the Criminal Code of Canada, and the apprehension of criminals and offenders and others who may be lawfully taken custody. The duties and powers hereby conferred may be exercised during the Term by the Constable as, and for as long as the Constable is employed by the Band Council of one or more of the Bands as represented by the Stl'atl'imx Tribal Police Board in accordance with an employment contract in the form attached as Schedule "A" to provide police services for the reserves identified in Schedule "B". Without imposing any restriction, this appointment is made on the basis that the Constable shall exercise the duties and powers hereby conferred in a manner as consistent with the Protocols attached to Schedule "A" as circumstances, in the Constable's opinion, shall allow.

24/6/92  
Date

  
E. Robert A. Edwards  
Deputy Attorney General

POLICE ACTAPPOINTMENT AS SPECIAL PROVINCIAL CONSTABLE  
FOR THE  
STL'ATL'IMX NATION TRIBAL POLICING SERVICE

Pursuant to Section 9 of the Police Act, S.B.C. 1988, c.53, I hereby appoint **SHAWN AARON SCOTCHMAN** as a special provincial constable (the "Constable") for a term commencing on the date of this appointment and ending on the 30th day of June, 1993 (the "Term"). The duties and powers hereby conferred are to preserve and maintain the public peace, to prevent crime and offences against the law, aid in the administration of justice, and to enforce the laws in force in British Columbia, including without limitation all enactments and statute law and the Criminal Code of Canada, and the apprehension of criminals and offenders and others who may be lawfully taken custody. The duties and powers hereby conferred may be exercised during the Term by the Constable as, and for as long as the Constable is employed by the Band Council of one or more of the Bands as represented by the Stl'atl'imx Tribal Police Board in accordance with an employment contract in the form attached as Schedule "A" to provide police services for the reserves identified in Schedule "B". Without imposing any restriction, this appointment is made on the basis that the Constable shall exercise the duties and powers hereby conferred in a manner as consistent with the Protocols attached to Schedule "A" as circumstances, in the Constable's opinion, shall allow.

\_\_\_\_\_  
Date

24/6/92

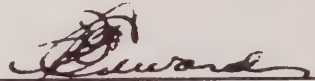
\_\_\_\_\_  
E. Robert A. Edwards  
Deputy Attorney General



POLICE ACTAPPOINTMENT AS SPECIAL PROVINCIAL CONSTABLE  
FOR THE  
STL'ATL'IMX NATION TRIBAL POLICING SERVICE

Pursuant to Section 9 of the Police Act, S.B.C. 1988, c.53, I hereby appoint **MICHAEL ARCHIBALD LEO** as a special provincial constable (the "Constable") for a term commencing on the date of this appointment and ending on the 30th day of June, 1993 (the "Term"). The duties and powers hereby conferred are to preserve and maintain the public peace, to prevent crime and offences against the law, aid in the administration of justice, and to enforce the laws in force in British Columbia, including without limitation all enactments and statute law and the Criminal Code of Canada, and the apprehension of criminals and offenders and others who may be lawfully taken custody. The duties and powers hereby conferred may be exercised during the Term by the Constable as, and for as long as the Constable is employed by the Band Council of one or more of the Bands as represented by the Stl'atl'imx Tribal Police Board in accordance with an employment contract in the form attached as Schedule "A" to provide police services for the reserves identified in Schedule "B". Without imposing any restriction, this appointment is made on the basis that the Constable shall exercise the duties and powers hereby conferred in a manner as consistent with the Protocols attached to Schedule "A" as circumstances, in the Constable's opinion, shall allow.

Date

29/6/92  
E. Robert A. Edwards  
Deputy Attorney General

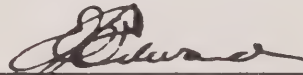
POLICE ACT

APPOINTMENT AS SPECIAL PROVINCIAL CONSTABLE  
FOR THE  
STL'ATL'IMX NATION TRIBAL POLICING SERVICE

Pursuant to Section 9 of the Police Act, S.B.C. 1988, c.53, I hereby appoint **DEBORAH SERAPHONE DOSS** as a special provincial constable (the "Constable") for a term, commencing on the 10th day of August, 1992 and ending on the 30th day of June, 1993 (the "Term"). The duties and powers hereby conferred are to preserve and maintain the public peace, to prevent crime and offences against the law, aid in the administration of justice, and to enforce the laws in force in British Columbia, including without limitation all enactments and statute law and the Criminal Code of Canada, and the apprehension of criminals and offenders and others who may be lawfully taken custody. The duties and powers hereby conferred may be exercised during the Term by the Constable as, and for as long as the Constable is employed by the Band Council of one or more of the Bands as represented by the Stl'atl'imx Tribal Police Board in accordance with an employment contract in the form attached as Schedule "A" to provide police services for the reserves identified in Schedule "B". Without imposing any restriction, this appointment is made on the basis that the Constable shall exercise the duties and powers hereby conferred in a manner as consistent with the Protocols attached to Schedule "A" as circumstances, in the Constable's opinion, shall allow.

29/6/92

Date



E. Robert A. Edwards  
Deputy Attorney General




POLICE ACT

APPOINTMENT AS SPECIAL PROVINCIAL CONSTABLE  
FOR THE  
STL'ATL'IMX NATION TRIBAL POLICING SERVICE

Pursuant to Section 9 of the Police Act, S.B.C. 1988, c.53, I hereby appoint **OLIVER BRUCE WILLIAMS** as a special provincial constable (the "Constable") for a term commencing on the date of this appointment and ending on the 30th day of June, 1993 (the "Term"). The duties and powers hereby conferred are to preserve and maintain the public peace, to prevent crime and offences against the law, aid in the administration of justice, and to enforce the laws in force in British Columbia, including without limitation all enactments and statute law and the Criminal Code of Canada, and the apprehension of criminals and offenders and others who may be lawfully taken custody. The duties and powers hereby conferred may be exercised during the Term by the Constable as, and for as long as the Constable is employed by the Band Council of one or more of the Bands as represented by the Stl'atl'imx Tribal Police Board in accordance with an employment contract in the form attached as Schedule "A" to provide police services for the reserves identified in Schedule "B". Without imposing any restriction, this appointment is made on the basis that the Constable shall exercise the duties and powers hereby conferred in a manner as consistent with the Protocols attached to Schedule "A" as circumstances, in the Constable's opinion, shall allow.

16/92  
Date

  
E. Robert A. Edwards  
Deputy Attorney General

PROTOCOL  
BETWEEN  
THE CHIEF CONSTABLE ON BEHALF OF HIMSELF  
AND ALL OTHER MEMBERS OF THE  
STL'ATL'IMX NATION TRIBAL POLICE  
AND  
THE ROYAL CANADIAN MOUNTED POLICE  
"E" DIVISION  
["THE PARTIES"]

ARTICLE 1. APPLICATION AND PURPOSE

- 1.1 This Protocol replaces the Protocol signed by the Parties at Vancouver, in the Province of British Columbia, on 02 March 1990.
- 1.2 This Protocol is Appendix "C" to a Memorandum of Understanding among the Government of Canada (represented by

the Ministry of the Solicitor General), the Province of British Columbia (represented by the Ministry of the Attorney General), and the participating Stl'atl'imx Communities (the "Memorandum of Understanding").

1.3 The parties to the Memorandum of Understanding have agreed to a fifteen (15) month Tribal Police pilot project (the "Pilot Project").

1.4 The participating Stl'atl'imx Communities are those communities of the Stl'atl'imx Nation that have duly executed Band Council Resolutions as attached to the Memorandum of Understanding as Appendix "A".

1.5 The provisions of this Protocol apply to those Stl'atl'imx Communities whose Band Councils have chosen, as evidenced by a duly executed Band Council Resolution ("BCR"), to participate in the Pilot Project and have the Stl'atl'imx Nation Tribal Police (the "SNTP") provide policing services on their Reserves (the "Participating Communities").

1.6 The Parties recognize that the Royal Canadian Mounted Police ("the RCMP") have obligations dictated by Statute,

Executive Order and contract concerning the delivery of police services within the Province of British Columbia ("the Province"); including but not limited to lands set aside as Native Indian Reserves located within the Province.

1.7 The Parties recognize that the Stl'atl'imx Nation have a desire that the most effective tribal policing strategies be employed within their communities.

1.8 For the purposes of the Pilot Project the members of the SNTP who have been appointed as Special Provincial Constables under the provisions of Section 9 of the Police Act (S.B.C. 1988, c. 53, as amended), have all the powers, duties and immunities of provincial constables that are contained in those appointments. Those members will be employed in accordance with the BCR's and their individual contracts of employment as set out in the Memorandum of Understanding as Appendix "E".

1.9 The RCMP acknowledges that the SNTP has authority to carry out policing services. Both the RCMP and the SNTP intend that the SNTP will do so in a manner as consistent with this Protocol as circumstances shall allow.

PROTOCOL: RCMP/SNTP

4

- 1.10        The Parties recognize that close cooperation between the SNTP and the RCMP is essential to enable each of the Parties to fully discharge their responsibilities pursuant to this Protocol.
- 1.11        The Parties acknowledge that the SNTP has less experience in the field of law enforcement than the RCMP, and agree that, until such time as the SNTP have fully developed their policing skills, the SNTP will accept guidance and direction from the RCMP concerning operational police matters.
- 1.12        The Parties acknowledge that one of the goals of the Pilot Project is to assist in the development of the SNTP. The RCMP agrees to provide direction and supervision to the SNTP during the term of the Pilot Project so as to assist the SNTP in the further development of their law enforcement experience.
- 1.13        The RCMP recognizes the SNTP as uniquely qualified in matters relating to the cultural and traditional values of the Stl'atl'imx Nation.

- 1.14        The Parties agree that a goal of this Protocol is to foster enhanced cooperation between the SNTP and RCMP. A principal aim of this Protocol is to assist in the development of the SNTP and reduce the possibility of rivalry and jurisdictional disputes between the SNTP and the RCMP by fostering the development of a sound relationship between the two Parties.

## ARTICLE 2. OPERATIONS

- 2.1        In all cases where the primary investigational responsibility for any matter arising within the reserve areas of the Participating Communities rests with either the RCMP or the SNTP the other Party may provide an initial response to the matter, but thereafter, will immediately refer the issue to the other Party for investigation.

- 2.2        For the purposes of and during the term of the Pilot Project, the SNTP's areas of responsibility shall include:



- (i) All complaints and occurrences within the reserves of the Participating Communities relative to the traditional laws and customs of the Stl'atl'imx Nation.
- (ii) The investigation and processing of all complaints, and occurrences which arise under the Indian Act (R.S.C. 1985, c. C. 1-5, as amended) relative to the Participating Communities and which arise under any of the by-laws passed pursuant to the Indian Act by the Band Councils of the Participating Communities.
- (iii) Routine preventive policing, including developing and maintaining police/community relations programs for the Participating Communities.
- (iv) The investigation, follow-up and processing of all complaints, occurrences, offences and programs which occur within or upon the reserves set aside for the use and benefit of the Bands of the Participating Communities, and are relative to:

- a) The Obstruction of SNTP peace officers.
- b) Cause Disturbance, Wilful Damage and Trespass complaints.
- c) Non-injury or minor injury motor vehicle accidents.
- d) All land disputes involving members of the Participating Communities where a police presence is necessary.
- e) Provincial Statute offences where applicable; except for the Coroner's Act (R.S.B.C. 1979, c. 68, as amended).
- f) Criminal Code (R.S.C. 1985, c. C-46, as amended) driving offences.
- g) Fail to Appear charges.
- h) Executing/service of warrants and legal documents.
- i) Break and Enter complaints.
- j) Theft and related offences (under \$1,000.00).
- k) Common Assaults.
- l) Threats.
- m) Escape Lawful Custody and Unlawfully at Large investigations; including warrants and inquiries from outside jurisdictions.

- n) All other Criminal Code summary conviction offences and all Criminal Code dual procedure offences which the Provincial Crown Attorney normally elects to prosecute in a summary manner not specifically mentioned in the above list.

2.3        The investigation of the offences listed in Article 2.2 includes the preparation and submission of all Reports to the Crown Attorney and related court documents in a form acceptable to the Crown Attorney for the Province.

2.4        The Parties agree that all SNTP files relating to any policing matters will be available to the RCMP to be copied as may be necessary. This will facilitate the proper and consistent submission of uniform crime reports and allow the RCMP to assist the SNTP in developing their investigational and reporting skills.

2.5        For the purposes of and during the term of the Pilot Project the Parties agree that the RCMP will be responsible for the investigation, follow up and reports to the Crown Attorney of all complaints, occurrences and programs which

# BAND COUNCIL RESOLUTION RÉSOLUTION DE CONSEIL DE BANDE

File Reference - N° de ref. du dossier  
594 - 1992/93 - 0528 - 5

NOTE: The words "From our Band Funds" Capital and Revenue which appear in the title must appear in all resolutions requesting expenditures from Band Funds.  
NOTA: Les mots "des fonds de notre bande" "Capital" ou "Revenu" doivent apparaître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |  |   |       |
|---|--|---|-------|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE |  | Current Capital Balance<br>Solde de capital | \$    |
| AGENCY  |  | Committed - Engagé                          | \$    |
| DISTRICT  |  | Current Revenue Balance<br>Solde de revenu  | \$    |
| PROVINCE  |  | Committed - Engagé                          | \$    |
| PLACE   |  |   |       |
| NOM DE L'ENDROIT                                      |  |   |       |
| DATE  |  |   |       |
| DAY - JOUR  |  | MONTH - MOIS                                | AD 19 |
|   |  | YEAR - ANNÉE                                |       |

DO HEREBY RESOLVE;  
DECIDE, PAR LES PRÉSENTS:

as represented by the Solicitor General, the Provincial Crown as represented by the Attorney General and the St'at'imx Nation which may, amongst other things provide for a tribal policing service for a five year period beginning April 1, 1993.

A quorum for this Bande  
Pour cette bande le quorum est  
constate of  
il est à  
Council Members  
Membres du Conseil

*[Signature]*  
(Chief - Chef)

*[Signature]*  
(Councillor - conseiller)  
*[Signature]*  
(Councillor - conseiller)  
*[Signature]*  
(Councillor - conseiller)  
*[Signature]*  
(Councillor - conseiller)  
*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)  
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(Councillor - conseiller)  
*[Signature]*  
(Councillor - conseiller)  
*[Signature]*  
(Councillor - conseiller)  
*[Signature]*  
(Councillor - conseiller)  
*[Signature]*  
(Councillor - conseiller)

| FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE |  |                                  |                            |  |
|--|--|----------------------------------|----------------------------|--|
| 1. Band Fund Code<br>Code du compte de bande     | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR |                                  | 3. Expenditure<br>Dépenses | 4. Authority - Autorité<br>Indian Act Sec<br>Art. 56 de la Loi sur les Indiens                             |
|  | A. Capital                                 | B. Revenue - Revenu              |                            | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenu |
|  | \$   | \$                               |                            |  |
| 6. Recommended - Recommandé                      |  | Approved - Approuvé              |                            |  |
| Date   |  | Date                             |                            |  |
| Recommending Officer - Recommandé par            |  | Approving Officer - Approuvé par |                            |  |

on Reserve lands. The latter offenses will be enforced jointly by the Parties.

- q) All other Criminal Code indictable offences or Criminal Code dual procedure offences which the Provincial Crown Attorney normally proceeds with by way of indictment or which the Crown Attorney directs will be prosecuted by way of indictment not specifically mentioned in the above list.
- r) Narcotic Control Act (R.S.C. 1985, c. N-1, as amended), offences.
- s) Food and Drug Act (R.S.C. 1985, c. F-27, as amended), offences.
- t) All other Federal Statutes not specifically enumerated in Section 2.2.

2.6 The RCMP will encourage the involvement of the SNTP in the investigation of the foregoing matters in order to assist the SNTP in developing their investigational skills.

2.7 Should there be any dispute as to which of the Parties has responsibility in relation to a particular offence or occurrence it is hereby agreed that during the term of the Pilot Project the senior on-site member of the RCMP shall be



Indian and Northern  
Affairs Canada

Affaires indiennes  
et du Nord Canada

Indian and Inuit Affairs Affaires indiennes et inuit

Chronological No. - Numéro consécutif

File Reference - N° de réf. du dossier

**BAND COUNCIL RESOLUTION**  
**RÉSOLUTION DE CONSEIL DE BANDE**

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
NOTA: Les mots "Des fonds de notre bande", "Capital" ou "Revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |                        |   |          |
|---|------------------------|---|----------|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE | SETON LAKE INDIAN BAND | Current Capital Balance<br>Solde de capital | \$ _____ |
| AGENCY  |                        | Committed - Engagé                          | \$ _____ |
| DISTRICT  | VANCOUVER DISTRICT     | Current Revenue balance<br>Solde de revenu  | \$ _____ |
| PROVINCE  | BRITISH COLUMBIA       | Committed - Engagé                          | \$ _____ |
| PLACE   | SHALALTH               |   |          |
| NOM DE L'ENDROIT                                      |                        |   |          |
| DATE  | MAY - JOUR             | JUNE  | 92       |
|   | MONTH - MOIS           | YEAR - ANNÉE                                |          |

DO HEREBY RESOLVE:  
DECIDE, PAR LES PRÉSENTES:

**WHEREAS**

A. The members of our community want effective tribal policing strategies to be employed from within our communities.

B. The St'at'imx Nation Tribal Police (SNTF) was established in 1988 for the purpose of providing a peace keeping service for our community, which in 1990 began providing the policing services as specifically provided in our first Protocol Arrangement with the Royal Canadian Mounted Police (RCMP)

C. The Chief and Council of the SETON LAKE INDIAN Band, representing the members of that Band and the Seton Lake Community ("the Band Council") have, together with the Attorney General of British Columbia and for the purpose of providing policing services, approved a 15 month Tribal Police Pilot Project ("Pilot Project") which will begin as of April 1, 1992.

**THEREFORE BE IT RESOLVED THAT:**

A quorum for this Band  
Pour cette bande le quorum est

constituted  
fixé à

Council Members  
Membres du Conseil

  
(Chief - Chef)

  
(Councillor - conseiller)

  
(Councillor - conseiller)

  
(Councillor - conseiller)

  
(Councillor - conseiller)

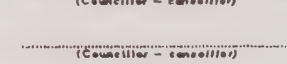
  
(Councillor - conseiller)

  
(Councillor - conseiller)

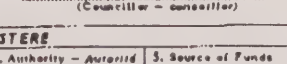
  
(Councillor - conseiller)

  
(Councillor - conseiller)

  
(Councillor - conseiller)

  
(Councillor - conseiller)

  
(Councillor - conseiller)

  
(Councillor - conseiller)

**FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTRE**

|   |  |  |   |   |
|---|--|--|---|---|
| 1. Band Fund Code<br>Code du compte de bande              | 2. COMPUTER BALANCES - SOLDES D'ORDINATRICE<br>A. Capital<br>\$ _____<br>D. Revenue - Revenu<br>\$ _____ | 3. Expenditure<br>Dépense<br>\$ _____                | 4. Authority - Autorité<br>Indian Act Sec<br>Art. de la Loi sur les Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| Recommended - Recommandé                                  |  | Approved - Approuvé                                  |   |   |
| Date _____<br>Recommending Officer - Recommandé par _____ |  | Date _____<br>Approving Officer - Approuvé par _____ |   |   |



2.11        The RCMP will, as soon as practicable, advise the SNTP of any work they are conducting which falls under or overlaps with the SNTP's areas of responsibilities as set out in this Protocol.

2.12        In situations requiring emergency or immediate response and the Party who is responsible for the situation is in a less favourable position to provide the necessary response, the other Party shall take all necessary and appropriate policing steps required by the situation, advise the other Party and then await the arrival of the other Party, whereupon the policing of the situation will be turned over to the appropriate Party.

2.13        Both the RCMP and the SNTP will ensure that their respective dispatchers are aware of the respective areas of responsibility of each Party as set out in this Protocol. A compatible radio/communication system is encouraged as necessary to serve the requirements of both Parties.

2.14        During any investigation which falls within an area of responsibility of the RCMP as set out in this Protocol, the on-site RCMP member will be deemed as being in charge. This



BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.  
NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|   |                        |   |                    |
|---|------------------------|---|--------------------|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE INDIENNE | SETON LAKE INDIAN BAND | Current Capital Balance<br>Solde de capital | \$                 |
| AGENCY<br>DISTRICT                                    | VANCOUVER DISTRICT     | Committed - Engagé                          | \$                 |
| PROVINCE  | BRITISH COLUMBIA       | Current Revenue balance<br>Solde de revenu  | \$                 |
| PLACE<br>NOM DE L'ENDROIT                             | SHALALTH               | Committed - Engagé                          | \$                 |
| DATE  | JUNE<br>MONTH - MOIS   | AD 19                                       | 92<br>YEAR - ANNÉE |

DO HEREBY RESOLVE:  
DÉCIDE, PAR LES PRÉSENTS:

govern the operations and administration of the SNTP in a manner consistent with the spirit and intent of the attached Protocols.

4. We confirm that as an employee of the Board, and for the sole purpose of encouraging efficient policing within the spirit and intent of the Pilot Project, the Chief Constable, as identified in the employment contract attached, on behalf of himself and all other members of the SNTP, is hereby authorized to execute the Protocol with the RCMP.

5. We confirm that it is our intent that the SNTP and the Board develop in a manner that will provide the highest possible standard of policing and accountability to our community and that Brad Olenan will report to the Chief and Council on a regular basis to ensure that there is a functioning and proper liaison maintained throughout the duration of the Pilot Project.

6. Throughout the Pilot Project we will ensure continued consultation with Provincial and Federal representatives, and in particular we will bring to the attention of the Board all matters and concerns related to the policing services provided to our communities, and bring to the

A quorum for this Bande  
Pour cette bande le quorum est

consists of  
il est de 3

Council Members  
Membres du Conseil

  
(Chief - Chef)

  
(Councillor - conseiller)

  
(Councillor - conseiller)

(Councillor - conseiller)

(Councillor - conseiller)

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(Councillor - conseiller)

(Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

|                                       |   |                                  |   |   |
|---------------------------------------|---|----------------------------------|---|---|
| 1. Band Fund Code<br>Code de bande    | 2. COMPUTER BALANCES - SOLDES D'ORDINATEUR<br>A. Capital<br>B. Revenue - Revenu | 3. Expenditure<br>Dépense        | 4. Authority - Autorité<br>Indian Act Sec<br>Arrêt du le Curvier des<br>Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| L. Recommended - Recommandable        |   | Approved - Approuvable           |   |   |
| Date                                  |   | Date                             |   |   |
| Recommending Officer - Recommandé par |   | Approving Officer - Approuvé par |   |   |

assist with the investigation of offences or in the detection and prevention of an offence.

#### ARTICLE 4. ASSISTANCE

4.1        The RCMP and SNTP will work cooperatively and shall strive to assist each other through the provision of operational support.

4.2        One Party may, at the request of the other, provide on-the-job training or consultative advice to support the effective discharge of the other Party's responsibilities. Without limiting the generality of the foregoing, such training and consultative advice may include law enforcement topics, administrative matters and cross-cultural subjects.

**BAND COUNCIL RESOLUTION  
RÉSOLUTION DE CONSEIL DE BANDE**

Chronological No. - Numéro consécutif

File Reference - N° de réf. du dossier

NOTE: The words "From our Band Funds", "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.  
NOTA: Les mots "des fonds de notre bande", "Capital" ou "revenu", selon le cas doivent figurer dans toutes les résolutions portant sur des dépenses à même les fonds des bandes.

|  |                               |   |    |
|--|-------------------------------|---|----|
| THE COUNCIL OF THE<br>LE CONSEIL DE LA BANDE | SETON LAKE INDIAN BAND        | Current Capital Balance<br>Solde de capital | \$ |
| AGENCY                                       |                               | Committed - Engagé                          | \$ |
| DISTRICT                                     | VANCOUVER DISTRICT            | Current Revenue balance<br>Solde de revenu  | \$ |
| PROVINCE                                     | BRITISH COLUMBIA              | Committed - Engagé                          | \$ |
| PLACE  |                               |   |    |
| NOM DE L'ENDROIT                             | SHALALTH                      |   |    |
| DATE   | DAY - JOUR MONTH - MOIS AD 19 | YEAR - ANNÉE                                |    |

DO HEREBY RESOLVE:  
DÉCIDE, PAR LES PRÉSENTS:

as represented by the Solicitor General, the Provincial Crown as represented by the Attorney General and the St'at'imx Nation which may, amongst other things provide for a tribal policing service for a five year period beginning April 1, 1993.

A quorum for this Bande  
Pour cette bande le quorum est

constituted of  
Il est de

3

Council Members  
Membres du Conseil

*John H. ...*  
(Chief - Chef)

*L. W. Ledoux*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

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(Councillor - conseiller)

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(Councillor - conseiller)

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(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

*[Signature]*  
(Councillor - conseiller)

| FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE |   |                                  |   |   |
|--|---|----------------------------------|---|---|
| 1. Band Fund Code<br>Code de compte de bande     | 2. COMPUTED BALANCES - SOLDES D'ORDINATEUR<br>A. Capital<br>U. Revenue - Revenu | 3. Expenditure<br>Dépenses       | 4. Authority - Autorité<br>Indian Act Sec<br>Ait. de la Loi sur les Indiens | 5. Source of Funds<br>Source des fonds<br><input type="checkbox"/> Capital <input type="checkbox"/> Revenue |
| Recommended - Recommandable                      |   | Approved - Approuvable           |   |   |
| Date   |   | Date                             |   |   |
| Recommending Officer - Recommandé par            |   | Approving Officer - Approuvé par |   |   |

5.4           The liaison officers will consult each other as required and will make every reasonable effort to resolve any differences which may arise. The liaison officer from each RCMP detachment will meet with the liaison officer of the SNTP to review any matters, relative to this Protocol, that either Party may wish to discuss every six weeks or as required.

5.5           Copies of all the executed BCR's shall be provided to the RCMP. The RCMP shall also receive notice of any amendments to such BCR's or withdrawals from such by any of the Participating Communities.

## ARTICLE 6. AMENDING, TERMINATION AND SAVING PROVISIONS

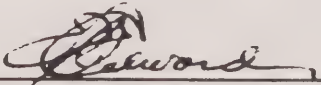
6.1           The Parties agree to consider amendments to this Protocol when and where circumstances warrant.

6.2           The Parties agree that this Protocol is not intended to either create any legal or contractual relationship between the Parties nor create or remove any rights or obligations enforceable by law.




POLICE ACTAPPOINTMENT AS SPECIAL PROVINCIAL CONSTABLE  
FOR THE  
STL'ATL'IMX NATION TRIBAL POLICING SERVICE

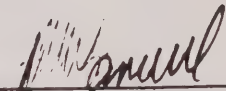
Pursuant to Section 9 of the Police Act, S.B.C. 1988, c.53, I hereby appoint **SHAWN AARON SCOTCHMAN** as a special provincial constable (the "Constable") for a term commencing on the date of this appointment and ending on the 30th day of June, 1993 (the "Term"). The duties and powers hereby conferred are to preserve and maintain the public peace, to prevent crime and offences against the law, aid in the administration of justice, and to enforce the laws in force in British Columbia, including without limitation all enactments and statute law and the Criminal Code of Canada, and the apprehension of criminals and offenders and others who may be lawfully taken custody. The duties and powers hereby conferred may be exercised during the Term by the Constable as, and for as long as the Constable is employed by the Band Council of one or more of the Bands as represented by the Stl'atl'imx Tribal Police Board in accordance with an employment contract in the form attached as Schedule "A" to provide police services for the reserves identified in Schedule "B". Without imposing any restriction, this appointment is made on the basis that the Constable shall exercise the duties and powers hereby conferred in a manner as consistent with the Protocols attached to Schedule "A" as circumstances, in the Constable's opinion, shall allow.

29/6/92  
Date  
E. Robert A. Edwards  
Deputy Attorney General



AGREED UPON BY THE PARTIES AND SIGNED at Willoet Reserve in the  
Province of British Columbia, this 24 day of July, 1992.

  
\_\_\_\_\_  
THE CHIEF CONSTABLE ON BEHALF OF  
HIMSELF AND ALL OTHER MEMBERS OF  
THE STE'ATL'IMX NATION TRIBAL  
POLICE

  
\_\_\_\_\_  
COMMANDING OFFICER  
ROYAL CANADIAN MOUNTED POLICE  
"E" DIVISION

POLICE ACTAPPOINTMENT AS SPECIAL PROVINCIAL CONSTABLE  
FOR THE  
STL'ATL'IMX NATION TRIBAL POLICING SERVICE

Pursuant to Section 9 of the Police Act, S.B.C. 1988, c.53, I hereby appoint **DEBORAH SERAPHONE DOSS** as a special provincial constable (the "Constable") for a term, commencing on the 10th day of August, 1992 and ending on the 30th day of June, 1993 (the "Term"). The duties and powers hereby conferred are to preserve and maintain the public peace, to prevent crime and offences against the law, aid in the administration of justice, and to enforce the laws in force in British Columbia, including without limitation all enactments and statute law and the Criminal Code of Canada, and the apprehension of criminals and offenders and others who may be lawfully taken custody. The duties and powers hereby conferred may be exercised during the Term by the Constable as, and for as long as the Constable is employed by the Band Council of one or more of the Bands as represented by the Stl'atl'imx Tribal Police Board in accordance with an employment contract in the form attached as Schedule "A" to provide police services for the reserves identified in Schedule "B". Without imposing any restriction, this appointment is made on the basis that the Constable shall exercise the duties and powers hereby conferred in a manner as consistent with the Protocols attached to Schedule "A" as circumstances, in the Constable's opinion, shall allow.

29/6/92  
Date



E. Robert A. Edwards  
Deputy Attorney General

PROTOCOL  
BETWEEN  
THE STL'ATL'IMX TRIBAL POLICE BOARD (BOARD)  
Representing the Participating Stl'atl'imx Communities  
AND  
THE BRITISH COLUMBIA POLICE COMMISSION (COMMISSION)  
("THE PARTIES")

ARTICLE 1 APPLICATION AND PURPOSE

1.1 The peoples of the Stl'atl'imx Nation communities want effective Tribal Policing strategies to be employed from within their communities and, in recognition of that desire, a Pilot Project in tribal policing has been approved by the Attorney General of British Columbia and the Participating Communities as defined below. This Protocol is entered into as part of that Pilot Project.

1.2 The Commission is created under the *Police Act* (SBC 1988, c.53). It is a public police accountability body that, through oversight, advice and research, assists the municipal police departments and municipal police boards to maintain a high standard of policing in British Columbia. The Commission supports those programs which, in its opinion, enhance the quality of policing in the Province.

1.3 The Board is comprised of one representative from each of the Stl'atl'imx Communities that have chosen, as evidenced by a duly executed Band Council Resolution, to participate in the Pilot Project ("Participating Communities"). Each Participating Community has authorized the Board to employ the members of the Stl'atl'imx Nation Tribal Police (SNTTP) and govern the operations and administration of the SNTTP.

PROTOCOL  
BETWEEN  
THE CHIEF CONSTABLE ON BEHALF OF HIMSELF  
AND ALL OTHER MEMBERS OF THE  
STL'ATL'IMX NATION TRIBAL POLICE  
AND  
THE ROYAL CANADIAN MOUNTED POLICE  
"E" DIVISION  
["THE PARTIES"]

ARTICLE 1. APPLICATION AND PURPOSE

- 1.1 This Protocol replaces the Protocol signed by the Parties at Vancouver, in the Province of British Columbia, on 02 March 1990.
- 1.2 This Protocol is Appendix "C" to a Memorandum of Understanding among the Government of Canada (represented by

Commission will perform the functions set out in Part 8 of the *Police Act* and treat the Board as if it were, for the purposes of that Part, a municipal police board within the meaning of the *Act*, subject to the exceptions set out below.

2.3 The Board acknowledges that the primary responsibilities of municipal police boards are set out in Part 5 of the *Police Act* and in Regulations under the *Police Act*. Everything that is required to be done by a municipal police board in relation to the Commission will be done by the Board, with the following changes:

- a) Where the Board makes rules governing the operation of the SNTP, it will file those rules with the Commission in the same manner as municipal police boards file their rules under Section 28 of the *Police Act*.
- b) Section 27(3) of the *Police Act* will not apply to the relationship between the Board and the Commission.
- c) The Board will not be bound by B.C. Reg 109/81 (*Rules Regarding Training, Certification, and Registration of Municipal Constables Appointed Under Section 22 of the Police Act*) but will ensure that all constables employed by the Board undergo a training program approved by the Director of the Police Academy at the Justice Institute of British Columbia.
- d) The Board is aware of the standards for the operation of municipal police departments approved by the Commission on January 17, 1990 and will, to the extent appropriate in the circumstances, ensure that the operations of the SNTP comply with the spirit and intent of those standards.
- e) The *Police (Uniforms) Regulation* will apply with such modifications as are mutually agreeable between the Board and the Commission.

2.4 The complaint procedure set out in Part 9 of the *Police Act* as it relates to complaints made by members of the public against the conduct of special provincial constables will not apply to members of the SNTP where the complainant consents to have the complaint dealt with in the manner set out in this section. Part 9 will apply to the Board and members of the SNTP as if "disciplinary authority" were the Chief Constable of the SNTP as employed by the board, "disciplinary tribunal" were the Board, and members of the SNTP were members of a municipal police force and bound by the *Police Discipline Regulations*.



Executive Order and contract concerning the delivery of police services within the Province of British Columbia ("the Province"); including but not limited to lands set aside as Native Indian Reserves located within the Province.

1.7 The Parties recognize that the Stl'atl'imx Nation have a desire that the most effective tribal policing strategies be employed within their communities.

1.8 For the purposes of the Pilot Project the members of the SNTP who have been appointed as Special Provincial Constables under the provisions of Section 9 of the Police Act (S.B.C. 1988, c. 53, as amended), have all the powers, duties and immunities of provincial constables that are contained in those appointments. Those members will be employed in accordance with the BCR's and their individual contracts of employment as set out in the Memorandum of Understanding as Appendix "E".

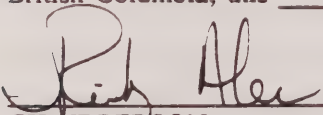
1.9 The RCMP acknowledges that the SNTP has authority to carry out policing services. Both the RCMP and the SNTP intend that the SNTP will do so in a manner as consistent with this Protocol as circumstances shall allow.

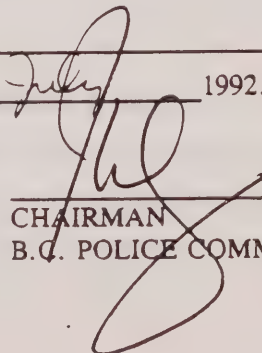


### ARTICLE 3 AMENDING, TERMINATION, SAVING PROVISIONS

- 3.1 The Parties agree to consider amendments to this Protocol when and where circumstances warrant.
- 3.2 The Parties agree that this Protocol is not intended to either create any legal relationship between the parties nor create any rights or obligations enforceable by law.
- 3.3 The Parties agree that nothing in this Protocol creates, recognizes or denies any legal rights of any of the Parties or the Participating Communities. The execution and operation of this Protocol and the Pilot Project shall be without prejudice to the legal positions which may be taken by any of the Parties in court or otherwise, and without prejudice to the aboriginal title and rights of the Stl'atl'imx Nation or any treaty which may be negotiated by and between the Stl'atl'imx Nation and the Province of British Columbia.
- 3.4 The Parties agree that this Protocol may be terminated by the Commission or by the Board by either Party giving the other Party at least 60 days notice in writing of the intention to terminate the Protocol.
- 3.5 Nothing in this Protocol is in any way intended to replace or amend any obligation that either party is bound by or required to perform by operation of law.

Agreed upon by the Parties and signed at \_\_\_\_\_, in the Province of British Columbia, this 24 day of July 1992.

  
 CHAIRPERSON  
 STL'ATL'IMX NATION TRIBAL  
 POLICE BOARD

  
 CHAIRMAN  
 B.C. POLICE COMMISSION

- 1.14        The Parties agree that a goal of this Protocol is to foster enhanced cooperation between the SNTP and RCMP. A principal aim of this Protocol is to assist in the development of the SNTP and reduce the possibility of rivalry and jurisdictional disputes between the SNTP and the RCMP by fostering the development of a sound relationship between the two Parties.

## ARTICLE 2. OPERATIONS

- 2.1        In all cases where the primary investigational responsibility for any matter arising within the reserve areas of the Participating Communities rests with either the RCMP or the SNTP the other Party may provide an initial response to the matter, but thereafter, will immediately refer the issue to the other Party for investigation.
- 2.2        For the purposes of and during the term of the Pilot Project, the SNTP's areas of responsibility shall include:

Coordinator, and the Coordinator hereby agrees that the Board is his employer. Each Participating Community has provided the Board with the necessary authority to govern the operations and administration of the SNTP and to employ the staff necessary to assist the Board.

## **ARTICLE 2: TERM**

2.01 The term of employment agreed upon by the Parties is 15 months commencing the 1st of April, 1992.

2.02 This Contract may be renewed by the express consent of the Parties.

## **ARTICLE 3: SALARY, BENEFITS, OFFICE AND PERSONNEL POLICIES**

3.01 The Coordinator agrees to adhere to, and have the terms of his/her employment governed by the following policies, some of which are still being developed, of the Board:

- i) Office Policies
- ii) Financial and Benefits Policies
- iii) Personnel and Conditions of Employment Policies

## **ARTICLE 4: SERVICES**

4.01 The Coordinator agrees that he is being employed as staff to the Board, who will be responsible directly to the Board, and whose particular duties, services and job description include the following:

- a) to work closely with all the Participating Communities, the RCMP, the British Columbia Police Commission, and/or the Federal/Provincial/Native Committee on Aboriginal Policing ("the Committee") to ensure that the SNTP continues to develop as an effective and efficient community based tribal police service which is sensitive to the needs, aspirations and goals of the Participating Communities;

- a) The Obstruction of SNTP peace officers.
- b) Cause Disturbance, Wilful Damage and Trespass complaints.
- c) Non-injury or minor injury motor vehicle accidents.
- d) All land disputes involving members of the Participating Communities where a police presence is necessary.
- e) Provincial Statute offences where applicable; except for the Coroner's Act (R.S.B.C. 1979, c. 68, as amended).
- f) Criminal Code (R.S.C. 1985, c. C-46, as amended) driving offences.
- g) Fail to Appear charges.
- h) Executing/service of warrants and legal documents.
- i) Break and Enter complaints.
- j) Theft and related offences (under \$1,000.00).
- k) Common Assaults.
- l) Threats.
- m) Escape Lawful Custody and Unlawfully at Large investigations; including warrants and inquiries from outside jurisdictions.

4.04 The Parties hereby acknowledge that there is one constable of the SNTP who is employed as, and shall be, the Chief Constable of the SNTP. The Coordinator agrees that in all matters related to policing, the Coordinator shall be responsible to, and under the general supervision of the Chief Constable.

4.05 The Parties acknowledge and agree that the individual employed by the Board and designated "Chief Constable", is designated as such as a matter of convenience and that such designation is not intended to indicate an office or authority known or recognized at law as a chief constable of a police force.

4.06 The Parties hereby acknowledge that the role of the Coordinator is one which requires sensitivity to, amongst other things, the unique goals, aspirations, and policing needs of the Participating Communities, the skills and experience of the constables of the SNTP, the issues related to policing which arise in the neighbouring communities of the Participating Communities and in the Provincial justice system, and the recommendations and/or positions of the governmental departments, the organizations and the First Nations who are represented on the Committee. The Parties agree, therefore, that it is necessary to be flexible regarding the duties, services and job description of the Coordinator and where needed make changes to such. It is further agreed that those changes may be made by the oral agreement of the Parties, without further written amendment of this Contract, during the term of the Pilot Project.

## **ARTICLE 5: AMENDING, TERMINATION, SAVING PROVISIONS**

5.01 The Parties agree to consider amendments to this Contract when and where circumstances warrant.



occur within or upon the reserves set aside for the use and benefit of the Bands of the Participating Communities, and are relative to:

- a) Murder, Attempted Murder and Manslaughter.
- b) Robbery.
- c) Sexual Assault.
- d) Wounding and Assault Causing Bodily Harm.
- e) Fraud and related offences.
- f) Arson and related offences.
- g) Weapons offences.
- h) Counterfeiting offences.
- i) Hostage and Abduction complaints.
- j) Sudden Death investigations.
- k) Bawdy House, Prostitution and Gaming offences.
- l) Morals complaints.
- m) Internal Theft/Fraud.
- n) Theft and related offences (over \$1,000.00).
- o) Motor vehicle accidents involving serious injury or death.
- p) All offences occurring on Provincial highways except Motor Vehicle Act (RSBC 1979, c. 288, as amended) offences occurring on Provincial highways





deemed to be operationally in charge. The sole aim of this deeming provision is to avoid any disputes at the scene of an occurrence. Any such dispute will be resolved at a later time in discussions between the Chief Constable of the SNTP and the person in charge of the local RCMP Detachment.

2.8 Where investigation by the RCMP reveals that a Federal or Provincial statute over which they have jurisdictional authority has been breached but circumstances do not warrant further action by the RCMP the RCMP will refer the matter to the SNTP.

2.9 Both the RCMP and the SNTP will, as soon as practicable, refer complaints either Party receives which fall within the other Party's area of responsibility to that Party for its follow-up and investigation. If for any reason the SNTP or RCMP cannot attend to the matter within the time required by the situation they will advise the other; who will then attend and conduct the required follow-up and investigation.

2.10 Representatives of the Parties will meet to discuss mutual problems and concerns once every six weeks; or more frequently if required.

his/her employer. Each Participating Community has provided the Board with the necessary authority to govern the operations and administration of the SNTP.

1.03 As a member of the SNTP, and for the purpose of the Pilot Project, the Chief Constable hereby agrees to be appointed as a Special Provincial Constable pursuant to the *Police Act, SBC 1988, c. 53*, and abide by the terms of that appointment.

1.04 The Parties acknowledge and agree that while the Chief Constable is the person employed to be in charge of the SNTP, the designation "Chief Constable" is one of employment only, used as a matter of convenience by the Parties, and is not intended to indicate an office or authority known or recognized at law as a chief constable of a police force.

## ARTICLE 2: TERM

2.01 The term of employment agreed upon by the Parties is 15 months commencing the 1st of April, 1992.

2.02 This Contract may be renewed by the express consent of the Parties.

## ARTICLE 3: SALARY, BENEFITS, OFFICE AND PERSONNEL POLICIES

3.01 The Chief Constable agrees to adhere to, and have the terms of his/her employment governed by the following policies, some of which are still being developed, of the Board:

- i) Office Policies
- ii) Financial and Benefits Policies
- iii) Personnel and Conditions of Employment Policies

on-site member will make a determination as to what assistance is required from the SNTP and will so request such assistance to be carried out.

### ARTICLE 3. EXCHANGE OF INFORMATION

3.1 The exchange of information provided herein is subject to all applicable Federal and Provincial statutes; particularly the Privacy Act (R.S.C. 1985, c. P-21, as amended).

3.2 Information provided by either Party shall not be further disclosed by the other Party without prior consultation; and then only with the written consent of that Party as provided for by law.

3.3 Both the RCMP and the SNTP shall provide information necessary to assist the other in fulfilling its responsibilities. Such information would include access to the RCMP "CPIC" and "PIRS" information systems subject to appropriate clearances and investigative leads which may

Chief Constable is employed to:

- a) Consult with the Board in its determination of the priorities, goals and objectives of the SNTP;
- b) Report to the Board on a yearly basis regarding the implementation of programs and strategies to achieve those priorities, goals and objectives;
- c) Under the direction of the Board, generally supervise the provision of policing services by the SNTP and the services provided by the support staff of the SNTP; and
- d) Perform any other functions and duties assigned to him by the Board which are consistent with the spirit and intent of both this Contract and the Protocols attached hereto.

## ARTICLE 5: AMENDING, TERMINATION, SAVING PROVISIONS

5.01 The Parties agree to consider amendments to this Contract when and where circumstances warrant.

5.02 The Parties agree that this Contract may be terminated by either party giving the other party at least 60 days notice in writing of the intention to terminate the Contract.

Agreed upon by the Parties and signed at \_\_\_\_\_, in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
Chief Constable

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

ARTICLE 5. LIAISON

- 5.1 Various RCMP detachments provide policing services to the communities within the Stl'atl'imx Nation. Some or all of these communities may also receive policing services from the SNTP. Liaison between the Parties will be necessary for the achievement of the goals of this Protocol.
- 5.2 The Parties will develop and maintain a structured process of cooperation and consultation. Each party will designate at least one liaison officer ("the liaison officer"). The liaison officer shall serve as the primary channel of communication between the RCMP and the SNTP on all matters referred to in this Protocol.
- 5.3 In accordance with article 5.2 and unless otherwise designated each person occupying the position of Non-Commissioned Officer in Charge of an RCMP detachment that is providing police services to a Participating Community will be the liaison officer for that detachment and the Chief Constable of the SNTP will be the liaison officer for SNTP.



This Employment Contract made the \_\_\_\_\_ day of \_\_\_\_\_, 1992

BETWEEN:

STL'ATL'IMX TRIBAL POLICE BOARD, representing  
the Participating Sd'atl'imx Communities (the "Board")

OF THE FIRST PART

AND:

..... (the "Constable")

OF THE SECOND PART

WHEREAS:

A. The Board wishes to employ the Constable to provide the services outlined herein in accordance with the terms and conditions herein.

B. The Constable wishes to be employed by the Board in accordance with the terms and conditions herein.

NOW THEREFORE IN CONSIDERATION OF THE PROVISIONS HEREINAFTER EXPRESSED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

#### ARTICLE 1: PURPOSE

1.01 The purpose of this Employment Contract ("Contract") is to establish and maintain the conditions of employment and the working conditions of the Constable as a member of the Sd'atl'imx Nation Tribal Police ("SNTTP").

1.02 The Board is comprised of one representative from each of the Sd'atl'imx Communities that have approved, as evidenced by a duly executed Band Council Resolution ("BCR"), a 15 month Tribal Police Pilot Project ("the Participating Communities"). As part of the Pilot Project, and as evidenced by the BCR, the Participating Communities have authorized the Board to employ the Constable, and the Constable hereby agrees that the Board is his/her

6.3 The Parties agree that nothing in this Protocol creates, recognizes or denies any legal rights of either of the Parties or the Participating Communities. The execution and operation of this Protocol and the Pilot Project shall be without prejudice to the legal positions which may be taken by any of the Parties in court or otherwise, and without prejudice to the aboriginal title and rights of the Stl'atl'imx Nation or any treaty which may be negotiated by and between the Stl'atl'imx Nation, the Province of British Columbia, and/or the Government of Canada.

6.4 The Parties agree that this Protocol may be terminated by the Commanding Officer of the RCMP, "E" Division, or by the Chief Constable of the SNTP by either party giving the other party at least sixty (60) clear days notice in writing of the intention to terminate the Protocol.

6.5 Nothing in this Protocol is in any way intended to replace or amend any obligation either party is bound by or required to perform by operation of law.

RCMP. Amongst other things, the Protocol sets out areas in which the Constable, as a member of the SNTP and a special provincial constable, has primary responsibility and particular operational methods. Without limiting clause 4.01 herein, the Constable hereby acknowledges that the policing services provided pursuant to this Contract shall be in accordance with the terms and conditions of that Protocol.

4.03. Attached hereto as Appendix B to this Contract is the Protocol which has been executed by the Board, as representing the Participating Communities, and the British Columbia Police Commission. Amongst other things, the Protocol sets out that the Board intends to employ and govern the members of the SNTP in the same manner as a municipal police board employs and governs a municipal police department under the *Police Act*. Without prejudice to the Constable's legal rights, the Constable hereby agrees to comply with and abide by the *Police Act* and the relevant Regulations passed pursuant thereto in accordance with the attached Protocol, unless to do so would be inconsistent with the proper discharge of his/her duties as a Special Constable.

4.04 The Parties hereby acknowledge that there is one constable of the SNTP who is employed as the Chief Constable of the SNTP. The Constable agrees that in all matters related to providing the services under this Contract, the Constable shall be responsible to, and under the general supervision of the Chief Constable.

4.05 The Parties acknowledge and agree that the individual employed by the Board and designated "Chief Constable", is designated as such as a matter of convenience and that such designation is not intended to indicate an office or authority known or recognized at law as a chief constable of a police force.





1.4 The SNTP is comprised of tribal police who have, for the purposes of the Pilot Project, been appointed special provincial constables under the provisions of the *Police Act*. The special provincial constables have all the powers, duties and immunities that are contained in those appointments.

1.5 During the Pilot Project, the Board intends to govern the operations and administration of the SNTP in the same manner as a municipal police board governs the operations and administration of a municipal police force, as described in Part 5 of the *Police Act*.

1.6 During the Pilot Project, the Parties intend that the Board and the SNTP be treated by the Commission, to the extent outlined in this agreement, in the same manner that the Commission treats municipal police boards constituted under Section 23 of the *Police Act* and municipal police forces constituted under Section 26 of the *Police Act*.

1.7 This agreement sets out the mutual responsibilities of the Board and the Commission in relation to each other during the Pilot Project. The operations of the Board and its general responsibilities are set out in a Memorandum of Understanding among the Solicitor General of Canada, the Attorney General of British Columbia and the band councils who are participating in the Pilot Project. This Protocol will form an Appendix to that Memorandum of Understanding.

## ARTICLE 2 AGREEMENT

2.1 The provisions of the *Police Act* and the Regulations enacted under the *Police Act* as they apply to the relationship among the Commission, municipal police boards, municipal police forces and members of the municipal police forces will apply to the relationship among the Commission, the Board, the SNTP and members of the SNTP except where a contrary provision appears in this agreement.

2.2 Without limiting the general agreement set out in the preceding paragraph, the



## **ARTICLE 1: PURPOSE**

1.01 The purpose of this Employment Contract ("Contract") is to establish and maintain the conditions of employment and the working conditions of the Employee as support staff of the Stl'atl'imx Nation Tribal Police ("SNTTP").

1.02 The Board is comprised of one representative from each of the Stl'atl'imx Communities that have approved, as evidenced by a duly executed Band Council Resolution ("BCR"), a 15 month Pilot Project ("the Participating Communities"). As part of the Pilot Project, and as evidenced by the BCR, the Participating Communities have authorized the Board to employ the Employee, and the Employee hereby agrees that the Board is his/her employer. Each Participating Community has provided the Board with the necessary authority to govern the operations and administration of the SNTTP.

## **ARTICLE 2: TERM**

2.01 The term of employment agreed upon by the Parties is 15 months commencing the 1st of April, 1992.

2.02 This Contract may be renewed by the express consent of the Parties.

## **ARTICLE 3: SALARY, BENEFITS, OFFICE AND PERSONNEL POLICIES**

3.01 The Employee agrees to adhere to, and have the terms of his/her employment governed by the following policies, some of which are still being developed, of the Board:

- i) Office Policies
- ii) Financial and Benefits Policies
- iii) Personnel and Conditions of Employment Policies

- (a) Prior to securing the complainant's consent to utilizing the procedures set out above, the Complaint Commissioner or his delegate will meet with the complainant to explain the two options available to the complainant in having the complaint investigated.
- (b) If, after meeting with the Complaint Commissioner or his delegate, the complainant wishes to have the complaint dealt with pursuant to the provisions in the Police Act relating to special provincial constables, the complaint will be handled in that manner.

2.5 In matters involving appeals from decisions of the Board relating to both internal discipline imposed on a member of the SNTP by the Chief Constable of the SNTP under the *Police Discipline Regulations* and complaints made by members of the public against members of the SNTP, the Commission will:

- a) solicit names of people from the Participating Communities willing to serve on panels for the purposes of hearing such appeals and thereby establish a list of people eligible to serve on panels for the purposes of hearing such appeals; and
- b) appoint a panel to hear any such appeal comprised in part of people who are on that list.

2.6 The Board will provide the Commission with, and keep current, a list of Board members and SNTP members.

2.7 The Board will provide a list of the Participating Communities to the Commission, and if any of those Communities withdraw from their agreement to participate in the Pilot Project, or if any additional Stl'atl'imx Community should choose to participate in the Pilot Project, the Board will notify the Commission of the change.

## ARTICLE 5: AMENDING, TERMINATION, SAVING PROVISIONS

5.01 The Parties agree to consider amendments to this Contract when and where circumstances warrant.

5.02 The Parties agree that this Contract may be terminated by either party giving the other party at least 60 days notice in writing of the intention to terminate the Contract.

Agreed upon by the parties and signed at \_\_\_\_\_, in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

This Employment Contract made the \_\_\_\_\_ day of \_\_\_\_\_, 1992

BETWEEN:

STL'ATL'IMX TRIBAL POLICE BOARD, representing  
the participating Stl'atl'imx Communities  
(the "Board")

OF THE FIRST PART

AND:

MIKE LEACH  
(the "Coordinator")

OF THE SECOND PART

WHEREAS:

A. The Board wishes to employ the Coordinator to provide the services outlined herein in accordance with the terms and conditions herein.

B. The Coordinator wishes to be employed by the Board in accordance with the terms and conditions herein.

NOW THEREFORE IN CONSIDERATION OF THE PROVISIONS HEREINAFTER EXPRESSED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

#### ARTICLE 1: PURPOSE

1.01 The purpose of this Employment Contract ("Contract") is to establish and maintain the conditions of employment and the working conditions of the Coordinator as staff to the Board.

1.02 The Board is comprised of one representative from each of the Stl'atl'imx Communities that have approved, as evidenced by a duly executed Band Council Resolution ("BCR"), a 15 month Pilot Project ("the Participating Communities"). As part of the Pilot Project, and as evidenced by the BCR, the Participating Communities have authorized the Board to employ the

**THE PARTIES AGREE AS FOLLOWS:****APPOINTMENT**

1. The Province retains the Contractor to provide the services (herein called the "Services") described in Schedule "A" attached hereto and forming a part hereof.

**TERM**

2. Notwithstanding the date of execution of this Agreement, the Contractor will provide the Services in accordance with the provisions of this Agreement (herein called the "Term") commencing April 1, 1992 and ending on March 31, 1993.

**PAYMENT**

3. The Province will pay to the Contractor, in full payment and reimbursement for providing the Services and for expenses incurred in connection therewith, the fees and expenses in the amounts, in the manner and at the times set out in Schedule "B" attached hereto and forming a part hereof and the Contractor will accept such fees and expenses as full payment and reimbursement.

**RECORDS**

4. In connection with the provision of the Services the Contractor will:
  - (a) keep records of all dates and hours of service provided by the Contractor;
  - (b) establish and maintain books of account of all expenses incurred, refunds and remissions obtained; and,
  - (c) maintain invoices, receipts and vouchers for the expenses, refunds and remissions referred to in subparagraph (b) above, and the Province will have free access at all reasonable times to such records, books of account, invoices, receipts and vouchers for the purposes of copying, auditing or inspecting (or all) same. The Contractor shall not, without the consent of the Minister, dispose of any such accounts, records, invoices, receipts and vouchers, but shall preserve and keep the same available for audit and inspection at any time.



- b) to be the liaison between the SNTP or the Board and all levels of the British Columbia Justice System, including the crown counsel, the judiciary and penitentiary, probation and parole services;
- c) to promote and establish educational programs for the Participating Communities and all of their neighbouring communities related to the development of tribal police forces, and in particular the SNTP;
- d) to develop the necessary training programs to ensure that the support staff of the SNTP are properly equipped with the skills to meet the requirements of their jobs;
- e) upon receiving the cooperation and consent of the Participating Communities, to begin the work necessary to familiarize and educate the SNTP on the traditional laws of the St'at'l'imx Nation;
- f) to assist, where necessary and required, the Participating Communities to develop and enact by-laws pursuant to the *Indian Act*, relating to policing and enforcement matters;
- g) to work with the Committee wherever necessary to ensure the continued development of the SNTP, and in particular to assist in the development of appropriate tribal police models, and if desirable, the development of necessary provincial and/or federal legislation;
- h) to serve as a liaison for the SNTP and the Board on all non-policing matters, to the British Columbia Police Commission, the RCMP, and/or the Committee; and
- i) to retain and instruct the consultants, including lawyers, required to provide the advice and skills necessary for the Board and the SNTP to carry out their mandates as set out pursuant to the attached Protocols, and to further promote the goals and aspirations of the Participating Communities within the Pilot Project.

4.02 Attached hereto as Appendix A to this Contract is the Protocol which has been executed by the Chief Constable on behalf of himself and all other members of the SNTP, and the RCMP. Amongst other things, the Protocol sets out areas in which the SNTP has primary responsibility and particular operational methods.

4.03. Attached hereto as Appendix B to this Contract is the Protocol which has been executed by the Board, as representing the Participating Communities, and the British Columbia Police Commission. Amongst other things, the Protocol sets out that the Board intends to employ and govern the constables of the SNTP and its staff in the same manner as a municipal police board employs and governs a municipal police department and its civilian staff under the *Police Act, SBC 1988, c. 53*.



## REPORTS

10. The Contractor will upon request of the Province, from time to time:
- (a) fully inform the designated officials of the work done and to be done by the Contractor in connection with the provision of the Services;
  - (b) permit the designated officials, at all reasonable times, to inspect and examine any premises and equipment (including the Inventory and Facilities, if any) used by the Contractor for the Services and to review and copy any and all material; and,
  - (c) cooperate fully with those officials, in evaluating and assessing the efficiency, quality and delivery of the Services.

## OWNERSHIP

11. The material, if any, provided by the Province to the Contractor as a result of this Agreement and any equipment, machinery or other property provided by the Province to the Contractor as a result of this Agreement will:
- (a) be the exclusive property of the Province; and
  - (b) forthwith be delivered by the Contractor to the Province on the Province giving written notice to the Contractor requesting delivery of the same.
12. The copyright in the material will belong exclusively to the Province.

## CONFIDENTIALITY

13. The Contractor will treat as confidential and will not, without prior written consent of the Province and the participating Stl'atl'imx Communities, publish, release or disclose or permit to be published, released or disclosed, the material or any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfill his obligations under this Agreement.

## ASSIGNMENT AND SUBCONTRACTING

14. The Contractor will not without the prior written consent of the Province:

5.02 The Parties agree that this Contract may be terminated by either party giving the other party at least 60 days notice in writing of the intention to terminate the Contract.

Agreed upon by the parties and signed at \_\_\_\_\_, in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
Coordinator

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

### TERMINATION

20. Notwithstanding any other provision of this Agreement if the Contractor fails to comply with any provision of this Agreement then, and in addition to any other remedy or remedies available to the Province, the Province may, at its option, terminate this Agreement by the Province giving written notice of termination to the contractor. If such option is exercised, the Province will be under no further obligation to the Contractor except to pay the Contractor such fees and expenses as the Contractor may be entitled to receive, pursuant to Schedule "B" attached hereto, for services provided and expenses incurred to the date the notice is given to the Contractor.

### NON-WAIVER

21. No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing signed by the Minister.
22. The written waiver by the Province of any breach of any provision of this Agreement by the Contractor will not be deemed a waiver of such provision or of any subsequent breach of the same or any other provision of this Agreement.

### APPROPRIATION

23. Notwithstanding any other provision of this Agreement the payment of funds by the Province to the Contractor pursuant to this Agreement is subject to the Legislative Assembly of the Province of British Columbia having provided funds for such purposes for the fiscal year in which such funds are required.

### REFERENCES

24. Every reference to the Minister in this Agreement will include the Attorney General (the "Minister") and the Deputy Attorney General. Designated officials means the Assistant Deputy Minister, Police Services and his assistants, designated to act for or on behalf of the Minister with respect to any provision or provisions of this Agreement.

### NOTICES

25. Any notice, payment or any or all of the Material that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of such personal delivery or, if mailed, on the third business day after the mailing of the same in British Columbia by prepaid post addressed, if to the Province:

This Employment Contract made the \_\_\_\_\_ day of \_\_\_\_\_, 1992

BETWEEN:

STL'ATL'IMX TRIBAL POLICE BOARD, representing  
the Participating Stl'atl'imx Communities (the "Board")

OF THE FIRST PART

AND:

.....(the " Chief Constable")

OF THE SECOND PART

WHEREAS:

A. The Board wishes to employ the Chief Constable to provide the services outlined herein in accordance with the terms and conditions herein.

B. The Chief Constable wishes to be employed by the Board in accordance with the terms and conditions herein.

NOW THEREFORE IN CONSIDERATION OF THE PROVISIONS HEREINAFTER EXPRESSED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

#### ARTICLE 1: PURPOSE

1.01 The purpose of this Employment Contract ("Contract") is to establish and maintain conditions of employment and the working conditions of the Chief Constable as a member of the Stl'atl'imx Nation Tribal Police ("SNTTP").

1.02 The Board is comprised of one representative from each of the Stl'atl'imx Communities that have approved, as evidenced by a duly executed Band Council Resolution ("BCR"), a 15 month Tribal Police Pilot Project ("the Participating Communities"). As part of the Pilot Project, and as evidenced by the BCR, the Participating Communities have authorized the Board to employ the Chief Constable, and the Chief Constable hereby agrees that the Board is

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year above written.

SIGNED on behalf of Her Majesty  
the Queen in right of the  
Province of British Columbia by  
the duly authorized represent-  
ative of the Attorney General:

(Witness)

For the Attorney General

SIGNED on behalf of the  
Contractor in the presence of:  
of British Columbia  
in the presence of:

(Witness)

(Witness)

(Witness)

(Witness)

(Witness)

(Witness)

(Witness)

For the Anderson Lake Indian Band

For the Cayoose Creek Indian Band

For the Fountain Indian Band

For the Lillooet Indian Band

For the Mount Currie Indian Band

For the Pavilion Indian Band

For the Seton Lake Indian Band



## ARTICLE 4: SERVICES

4.01 The Chief Constable agrees that he/she is being employed as a constable and a peace officer, and that as such his/her primary responsibilities are the preservation and maintenance of the public peace, the enforcement of the laws in force in British Columbia, the prevention of crime and offences against the law, and the aid in administration of justice.

4.02 Attached hereto as Appendix A to this Contract is the Protocol with the RCMP, which the Chief Constable is hereby authorized by the Board, as representing the Participating Communities, to execute on behalf of himself and all other members of the SNTP. Amongst other things, the Protocol sets out areas in which the Chief Constable, as a member of the SNTP and a special provincial constable, has primary responsibility and particular operational methods. Without limiting clause 4.01 herein, the Chief Constable hereby acknowledges that the policing services provided pursuant to this Contract shall be in accordance with the terms and conditions of that Protocol.

4.03 Attached hereto as Appendix B to this Contract is the Protocol which has been executed by the Board, as representing the Participating Communities, and the British Columbia Police Commission. Amongst other things, the Protocol sets out that the Board intends to employ and govern the members of the SNTP in the same manner as a municipal police board employs and governs a municipal police department under the *Police Act*. Without prejudice to the Chief Constable's legal rights, the Chief Constable hereby agrees to comply with and abide by the *Police Act* and the relevant Regulations passed pursuant thereto, in accordance with the attached Protocol, unless to do so would be inconsistent with the proper discharge of his duties as a special constable.

4.04 The Parties hereby acknowledge that in addition to the matters set out in 4.01, the



The Contractor will employ a coordinator to oversee the development of the pilot project, and to assist the Federal/Provincial/Native Committee on Aboriginal Policing to identify issues that may arise during the implementation and operation of the project. This includes issues that may arise as a result of the Protocols, Memorandum of Understanding, employment contracts between the Board and members of the SNTP, the appointments of the special provincial constables, or Band Council Resolutions of the participating Stl'atl'imx Communities. The outcome of this pilot project is to identify legislative issues and assist in determining policy options for aboriginal communities and government to consider.

**Schedule "C"**  
**Stl'atl'imx Participating Communities**

The following Stl'atl'imx Nation communities wish to participate in the Stl'atl'imx Nation Tribal Police Pilot Project:

- \* Anderson Lake Indian Band Council;
- \* Cayoose Creek Indian Band Council;
- \* Fountain Indian Band Council;
- \* Lillooet Indian Band Council;
- \* Mount Currie Indian Band;
- \* Pavilion Indian Band; and,
- \* Seton Lake Indian Band.



employer. Each Participating Community has provided the Board with the necessary authority to govern the operations and administration of the SNTP.

1.03 As a member of the SNTP, and for the purpose of the Pilot Project, the Constable hereby agrees to be appointed as a Special Provincial Constable pursuant to the *Police Act, SBC 1988 c.53*, and abide by the terms of that appointment.

## ARTICLE 2: TERM

2.01 The term of employment agreed upon by the Parties is 15 months commencing the 1st of April, 1992.

2.02 This Contract may be renewed by the express consent of the Parties.

## ARTICLE 3: SALARY, BENEFITS, OFFICE AND PERSONNEL POLICIES

3.01 The Constable agrees to adhere to, and have the terms of his/her employment governed by the following policies, some of which are still being developed, of the Board:

- i) Office Policies
- ii) Financial and Benefits Policies
- iii) Personnel and Conditions of Employment Policies

## ARTICLE 4: SERVICES

4.01 The Constable agrees that he/she is being employed as a constable and peace officer, and that as such his/her primary responsibilities are the preservation and maintenance of the public peace, the enforcement of the laws in force in British Columbia, the prevention of crime and offences against the law, and the aid in the administration of justice.

4.02 Attached hereto as Appendix A to this Contract is the Protocol which has been executed by the Chief Constable on behalf of himself and all other members of the SNTP and the

**WHEREAS** the special provincial constables are appointed for purposes of this Pilot Project to provide policing services in the manner set out in their appointment pursuant to the Police Act of British Columbia, and will receive statutory indemnification for liabilities arising out of the exercise of their duties under the same Act ;

**WHEREAS** the participating Stl'atl'imx Nation communities require financial support in order to develop and implement the Pilot Project;

**WHEREAS** the Province of British Columbia, because of its responsibility for policing in British Columbia, has agreed, among other things, to provide funding for the Pilot Project;

**WHEREAS** the Minister has already contributed \$53,625.00 to support the Pilot Project and wishes to contribute an additional \$160,875.00 to the participating Band Councils, the sum of which (\$214,500.00) equals 52% of the total funding to be provided by the Minister and British Columbia to support the Pilot Project.

#### **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

##### **1. CONTRIBUTION:**

- 1.1 Subject to the terms and conditions of this Agreement and solely for the purpose of the provision of policing services under the Pilot Project as outlined in Schedule "A" attached hereto and forming part of this Agreement, the Minister agrees to contribute to the Recipient a sum not exceeding \$214,500.00 (consisting of \$53,625.00 provided pursuant to the federal Contribution Agreement of May 26, 1992 and \$160,875.00 provided pursuant to this Agreement) in the manner and at the times set out in Schedule "B", attached hereto and forming a part of this Agreement.
- 1.2 The above contribution is subject to an appropriation by the Parliament of Canada as provided in section 40 of the Financial Administration Act R.S.,c.F-10.

## ARTICLE 5: AMENDING, TERMINATION, SAVING PROVISIONS

5.01 The Parties agree to consider amendments to this Contract when and where required by circumstances.

5.02 The Parties agree that this Contract may be terminated by either party giving the other party at least 60 days notice in writing of the intention to terminate the Contract.

Agreed upon by the parties and signed at \_\_\_\_\_, in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
Constable

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member



- ii) an annual program activity report which would include, but not be limited to, crime statistics, proactive policing and crime prevention initiatives, a determination of whether adequate policing is occurring and which demonstrates whether the policing program is being implemented in accordance with Schedule "A"; and
- e) in the event that monies advanced exceed approved costs incurred, to submit a money order or cheque to the Receiver General of Canada for funds not expended or accounted for by April 30, 1993 unless there is approval in writing from the Minister to retain those funds for later use.

#### **4. TERM OF THIS AGREEMENT:**

- 4.1 This Agreement shall be in effect during the period from April 1, 1992 to March 31, 1993, unless the term is extended by agreement in writing of the parties or the Agreement is terminated.

#### **5. CONFLICT OF INTEREST:**

- 5.1 The Recipient will not perform a service for, provide advice to or give or sell property to any person or corporation where the performance of the service, the provision of advice or the giving or selling of property may or does, in the opinion of the Minister, give rise to a conflict of interest between the obligations of the Recipients under this Agreement and the obligations of the Recipients to such other person or corporation.
- 5.2 Should an interest be acquired during the life of the agreement that would cause or seem to cause a conflict of interest, the Recipient shall declare it immediately to the Minister's representative.
- 5.3 The Recipient confirms that no former holder of a public office in the government of Canada will obtain any direct or indirect benefit from this Agreement or that, if he does, he has satisfied the requirements of the Conflict of Interest Code governing employees who have left the public service.

This Employment Contract made the \_\_\_\_\_ day of \_\_\_\_\_, 1992

BETWEEN:

STL'ATL'IMX TRIBAL POLICE BOARD, representing  
the Participating Stl'atl'imx Communities  
(the "Board")

OF THE FIRST PART

AND:

.....  
(the "Employee")

OF THE SECOND PART

WHEREAS:

- A. The Board wishes to employ the Employee to provide the services outlined herein in accordance with the terms and conditions herein.
- B. The Employee wishes to be employed by the Board in accordance with the terms and conditions herein.

NOW THEREFORE IN CONSIDERATION OF THE PROVISIONS HEREINAFTER  
EXPRESSED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**8. AMENDMENT:**

- 8.1 This Agreement may be amended from time to time by agreement in writing of the parties.

**9. AUTHORITY:**

- 9.1 The Minister's authority to deal with the provision of policing services on reserves is Order in Council P.C. 1992-270 dated February 13, 1992.

**10. NON-EMPLOYMENT:**

- 10.1 It is agreed and understood that personnel employed as a result of this agreement are and will remain persons providing independent services to the Recipient and nothing in this Agreement is to be read or construed as constituting such personnel as employees, servants or agents of the Minister.

**11. NOTICE:**

- 11.1 Any notice or other document required or permitted to be given under this Agreement shall be in writing and may be given by delivery, by facsimile or by mail to the following address:

- (a) to the Stl'atl'imx Tribal Police Board:

P.O. Box 1488  
Lillooet, British Columbia  
V0K 1V0

FAX: 604/681-0959

- (b) to the Government of Canada:

Aboriginal Policing Directorate  
Solicitor General of Canada  
340 Laurier Avenue West  
Ottawa, Ontario  
K1A 0P8

FAX: (613) 991-0961

## ARTICLE 4: SERVICES

4.01 The Employee agrees that he/she is being employed as support staff of the SNTP, whose particular duties, services and job description are as set out in Appendix A to this Contract.

4.02 Attached hereto as Appendix B to this Contract is the Protocol which has been executed by the Chief Constable on behalf of himself and all other members of the SNTP, and the RCMP. Amongst other things, the Protocol sets out areas in which the SNTP has primary responsibility and particular operational methods.

4.03. Attached hereto as Appendix C to this Contract is the Protocol which has been executed by the Board, as representing the Participating Communities, and the British Columbia Police Commission. Amongst other things, the Board intends to employ and govern the members of the SNTP and its support staff in the same manner as a municipal police board employs and governs a municipal police department and its civilian staff under the *Police Act, S.B.C. 1988, c. 53*.

4.04 The Parties hereby acknowledge that there is one constable of the SNTP who is employed as the Chief Constable of the SNTP. The Employee agrees that in all matters related to providing the services under this Contract, the Employee shall be responsible to, and under the general supervision of the Chief Constable.

4.05 The Parties acknowledge and agree that the individual employed by the Board and designated "Chief Constable", is designated as such as a matter of convenience and that such designation is not intended to indicate an office or authority known or recognized at law as a chief constable of a police force.

- 12.9 The Privacy Act applies to all personal information recorded in any form by the Recipient in connection with any services rendered pursuant to this agreement.
- 12.10 The Access to Information Act applies to the information and/or reports submitted by the Recipient to the Minister.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year written above

SIGNED on behalf of Her Majesty the Queen in Right of Canada as represented by the Solicitor General of Canada

Michel Roy  
Michel Roy, Director General, Aboriginal Policing, Solicitor General of Canada

SIGNED by B. Clon, Member of the Stl'atl'imx Tribal Police Board, on behalf of the Cayoose Creek Band Council

\_\_\_\_\_

SIGNED by Pauline Mitchell, Member of the Stl'atl'imx Tribal Police Board, on behalf of the Fountain Indian Band Council

\_\_\_\_\_

SIGNED by [Signature], Member of the Stl'atl'imx Tribal Police Board, on behalf of the Lillooet Indian Band Council

\_\_\_\_\_

SIGNED by Allen Stager, Member of the Stl'atl'imx Tribal Police Board, on behalf of the Mount Currie Indian Band Council

\_\_\_\_\_



**CONTRIBUTION AGREEMENT:**

**STL'ATL'IMX NATION TRIBAL POLICING**

**THIS AGREEMENT** made the 24th day of July , 1992

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** represented by the Attorney General

(herein called the "Province")

**OF THE FIRST PART**

**AND:**

**STL'ATL'IMX TRIBAL POLICE BOARD** acting on behalf of the Band Councils representing the Stl'atl'imx communities identified below, having a place of business at Post Office Box 1420, 915 Main Street, Lillooet, British Columbia, V0K 1V0

(herein called the "Contractor")

**OF THE SECOND PART**

**WHEREAS** the people of the Stl'atl'imx Nation communities want effective tribal policing strategies to be employed from within their communities;

**WHEREAS** there are several communities within the Stl'atl'imx Nation who wish to cooperate with the Province in developing and implementing a pilot project for the provision of effective and efficient tribal policing services;

**WHEREAS** participating Stl'atl'imx communities (and identified in Schedule "C") have established through Band Council resolutions, a Stl'atl'imx Tribal Police Board to govern the operations and administration of the Stl'atl'imx Nation Tribal Police.

**WHEREAS** the Province wishes to enter into this Agreement to fund in part the Stl'atl'imx Tribal Police Board and the tribal police pilot project and to appoint Stl'atl'imx Tribal Police as Special Provincial Constables, under S.9 of the Police Act, S.B.C. 1988, C.53.



## Schedule "A" Services

The Stl'atl'imx Tribal Police Board has been established by the Stl'atl'imx Nation communities which are signatories to this Agreement, through Band Council Resolutions, to oversee the operations and administration of the Stl'atl'imx Nation Tribal Police (SNTP) for the purpose of this Stl'atl'imx Tribal Police Pilot Project.

The Board is comprised of one representative from each of the Band Councils which have chosen to participate in the Pilot Project. The Band Councils have delegated authority to their appointed representatives to the Board to govern the operations and administration of the SNTP.

The SNTP is comprised of five (or more) Tribal Police officers appointed as special provincial constables under section 9 of the British Columbia Police Act. More special provincial constables may be appointed during the course of the Pilot Project. The special provincial constables have all the power, authority and obligations that are contained within their appointments.

The Recipient will ensure the safety and well-being of the participating Stl'atl'imx Nation Bands by providing, through the Pilot Project, a standard of policing comparable to other communities in British Columbia, and to do so in a manner that is responsive to Stl'atl'imx culture.

The Recipient will develop and maintain effective, efficient and professional policing services by ensuring that:

- 1) Protocols with the British Columbia Police Commission and the Royal Canadian Mounted Police (RCMP) are complied with;
- 2) close cooperation is maintained with the RCMP;
- 3) an appropriate public complaint process is applied in accordance with the Protocol with British Columbia Police Commission, as and when required;
- 4) members of the participating Bands and the general public are well informed about the services provided by the SNTP, and the role performed by the Board; and
- 5) there is full participation of the SNTP and the Board in an evaluation that will determine the effectiveness and efficiency of the policing services, prior to the expiry of the term of this Agreement.
- 6) contracts on behalf of the participating Band Councils (the employers), are entered into for the employment of the special constables, the chief constable, the coordinator and the support staff of the Stl'atl'imx Nation Tribal Police;

### INDEPENDENT CONTRACTORS

5. The Contractor will be an independent contractor and not the servant, employee or agent of the Province.
6. The Contractor will not in any manner whatsoever commit or purport to commit the Province to the payment of any money to any person, firm or corporation.
7. Unless provided by the Province pursuant to this Agreement, the Contractor will supply all materials, labour, equipment and supplies necessary to perform the Service.
8. All personnel engaged by the Contractor for the purposes of this Agreement will, throughout the Term, be the responsibility of the Contractor and not of the Province and without limiting the generality of the foregoing, the Contractor will:
  - (a) ensure that all personnel observe, perform and comply with every provision of this Agreement that is applicable to any of the Services for which they are engaged by the Contractor;
  - (b) be solely responsible for the supervision and discipline of its personnel and the payment of all remuneration to its personnel;
  - (c) where the Contractor or its workers are required to be registered under the Workers Compensation Act, R.S.B.C. 1979, c.437, obtain and maintain such registration as is required under that Act; and,
  - (d) pay any taxes, unemployment insurance premiums, Canada Pension Plan premiums or contributions, workers compensation assessments and other assessments of any nature or kind whatsoever that are payable to any government (whether federal, provincial or municipal) or to any body, agency or authority of any said government by virtue of the relationship existing between the Contractor and its personnel.
9. The Minister or designated officials may, from time to time, give such instructions to the Contractor as considered necessary in connection with the provision of the Services, but the Contractor will not be subject to the control of those officials in respect of the manner in which such instructions are carried out.

**Schedule "B"**  
**Budget and Payment Schedule**

1. The Minister will make the following payments to the Recipient as a contribution toward the salaries of the Tribal special constables and the coordinator and the operational expenses incurred in providing the services outlined in Schedule "A":

- \$53,625.00 - released in May, 1992 pursuant to the federal Contribution Agreement dated May 26, 1992 in support of the start-up costs for the Pilot Project
- \$53,625.00 - upon the signing of this Agreement
- \$53,625.00 - on October 1, 1992
- \$53,625.00 - on January 1, 1993

Legitimate expenses include officer salaries, staff costs, facilities, training course costs for police officers and volunteers, office equipment and supplies associated with developing, organizing and implementing the program outlined in Schedule "A".

2. The parties agree that in no event will the monies payable to the Recipient under this Agreement exceed, in the aggregate, the sum of \$214,500.00

## **SECTION 3**



# ENTENTE SUR LES SERVICES POLICIERS

ENTRE

LE CONSEIL DE BANDE DU LAC SIMON  
(ci-après appelé le "Conseil")

PARTIE DE PREMIERE PART

ET

LE GOUVERNEMENT DU CANADA  
représenté par le Solliciteur général du Canada  
(ci-après appelé le "Canada")

PARTIE DE DEUXIEME PART

ET

LE GOUVERNEMENT DU QUÉBEC  
représenté par le ministre de la Sécurité publique,  
le ministre délégué aux Affaires autochtones et  
le ministre délégué aux Affaires intergouvernementales canadiennes  
(ci-après appelé le "Québec")

PARTIE DE TROISIEME PART

ATTENDU que le Solliciteur général du Canada, le ministère de la Sécurité publique du Québec et le Conseil de bande du Lac Simon s'entendent pour organiser et maintenir les services policiers dans la communauté du Lac Simon, à l'intérieur d'un cadre légal et administratif qui conserve au Canada sa juridiction et sa responsabilité à l'égard des autochtones et des terres réservées pour eux, au ministère de la Sécurité publique du Québec sa juridiction et sa responsabilité en matière de maintien de l'ordre et de la sécurité publique sur le territoire québécois et au Conseil de bande du Lac Simon sa juridiction sur son territoire.

ATTENDU qu'il y a lieu d'accroître l'autonomie locale de la communauté du Lac Simon en matière de services policiers.

ATTENDU qu'il y a lieu, à cet effet, de conclure une entente entre le gouvernement du Canada, le gouvernement du Québec et le Conseil de bande du Lac Simon.

LES PARTIES CONVIENNENT:

## ARTICLE 1 - PRÉAMBULE ET ANNEXES

Le préambule ainsi que les annexes font partie intégrante de l'entente.



## ARTICLE 2 - DÉFINITIONS

Dans la présente entente, et à moins que le contexte n'indique un sens différent, les mots et expressions qui suivent désignent:

- 2.01 Service de police: désigne l'ensemble des services policiers dispensés par les policiers autochtones de la communauté du Lac Simon sur le territoire ci-après désigné:

Situé dans le Canton de Vauquelin, à l'ouest du lac Simon tel qu'illustré sur un plan d'arpentage produit par Robert Pelchat a.g. à Montréal le 2 octobre 1964 et déposé aux archives du Service de l'arpentage du ministère de l'Énergie et des Ressources du Québec.

La description territoriale qui précède ne vaut strictement que pour les fins de la présente entente. Elle est également faite sans préjudice aux positions respectives du Canada, du Québec, du Conseil de bande du Lac Simon quant aux limites territoriales réelles de Lac Simon.

- 2.02 Policier autochtone: désigne une personne nommée et assermentée constable spécial conformément aux articles 80 et 83 de la Loi de police (L.R.Q., chap. P-13) incluant le constable-chef et le(s) surnuméraire(s) du service de police.

## ARTICLE 3 - OBJET

Cette entente a pour objet l'organisation et le maintien des services de police dans la communauté du Lac Simon.

## ARTICLE 4 - GARANTIES JURIDIQUES ET CONSTITUTIONNELLES

Cette entente n'a pas pour effet de modifier ni de porter atteinte de quelque façon aux droits ancestraux, aux droits issus de traités, aux droits constitutionnels ou tout autre droit, privilège ou liberté qui reviennent ou pourraient revenir à l'une ou l'autre des parties concernées.

## ARTICLE 5 - MANDAT DU SERVICE DE POLICE

- 5.01 La responsabilité première du service de police est de maintenir l'ordre, la paix et la sécurité publique sur le territoire du Lac Simon, conformément à l'ensemble des lois en vigueur.
- 5.02 La Sûreté du Québec conserve tous les pouvoirs et responsabilités qui lui sont dévolus par la loi.

## ARTICLE 6 - COMITÉ DE SÉCURITÉ PUBLIQUE

- 6.01 Les parties reconnaissent l'existence d'un comité de sécurité publique formé par le Conseil.

- 6.02 Le comité de sécurité publique a pour but principal d'établir les orientations et les priorités communautaires du service de police ainsi que de veiller à la qualité de ce service sur le territoire du Lac Simon.
- 6.03 La Sûreté du Québec, par l'intermédiaire de son agent de liaison, participera sur demande au comité de sécurité publique afin de lui fournir l'information nécessaire à son mandat.

#### **ARTICLE 7 - NIVEAU DE GESTION**

- 7.01 D'un commun accord entre les parties, et ce, pour la durée de la présente entente, la gestion des services policiers sera partagée entre les autorités du Conseil de bande du Lac Simon et le ministère de la Sécurité publique.
- 7.02 Entre le 1<sup>er</sup> avril 1995 et le 31 mars 1996, une évaluation sera faite par les parties en vue de déterminer si l'évolution de gestion du service de police entrera dans sa phase finale d'autonomie. Pour ce faire, les objectifs suivants devront avoir été atteints, à la satisfaction des parties:
- a) le Conseil se sera conformé au plan de gestion financière du service de police au niveau de la masse salariale et pourra se conformer à celui maintenu depuis le début de l'entente dans le domaine des dépenses opérationnelles;
  - b) le Conseil aura respecté les obligations contenues dans la présente entente;
  - c) les policiers autochtones auront respecté les procédés et les politiques administratives et opérationnelles que le Conseil aura approuvés au cours de la première année de l'entente; ces procédés et politiques tiennent lieu de directives à l'égard de la gestion des activités policières;
  - d) le constable-chef autochtone sera évalué par le centre d'appréciation du personnel policier et devra y obtenir une recommandation favorable;
  - e) l'évaluation portera sur les effectifs sans égard à toutes modifications en ce qui concerne le personnel policier;
  - f) le Conseil s'engage à respecter le programme de formation prévu pour chacun des policiers autochtones, tel que décrit à l'annexe "A".

#### **ARTICLE 8 - PERSONNEL**

- 8.01 Le service de police du Conseil est composé de trois (3) policiers autochtones dont un agit à titre de constable-chef. Un montant forfaitaire tel que déterminé à l'annexe B est prévu pour l'embauche de deux (2) surnuméraires.
- 8.02 La sélection des policiers autochtones et des surnuméraires se fait de la manière suivante:
- a) les autorités du Conseil présentent, sous forme de résolution, au Québec, une liste de candidats

sélectionnés conformément à la politique d'embauche du Conseil. Dans cette résolution, le Conseil demande au Québec de procéder à l'enquête de caractère de ceux-ci;

- b) l'enquête de caractère est effectuée par la Sûreté du Québec et les résultats sont transmis au Conseil;
- c) si le nombre de candidats retenus, après l'enquête de caractère, dépasse le nombre de policiers autochtones indiqués à 8.01, le Conseil procédera à la sélection finale.

8.03

La nomination et l'assermentation des policiers autochtones du Lac Simon se feront conformément aux articles 80 et 83 de la Loi de police (L.R.Q., chap. P-13) aux conditions suivantes:

- 1) Le Conseil demande, par voie de résolution, au Ministre de la Sécurité publique, de recommander la nomination et l'assermentation des personnes mentionnées dans la résolution, à titre de policier autochtone, pour une durée à être déterminée.
- 2) Les policiers autochtones ainsi nommés pourront exercer leurs pouvoirs sur le territoire du Lac Simon. Cependant, ils conservent leur statut de policiers autochtones pour tout le territoire de la province dans les cas suivants:
  - a) lors du transport d'un détenu étant accusé en vertu d'une infraction commise sur le territoire du Lac Simon;
  - b) lors de l'exécution d'un mandat d'arrestation valide et dûment signé par un juge de paix;
  - c) lors d'une poursuite active initiée sur le territoire du Lac Simon à la condition que le Conseil adopte à cet égard une directive connue des policiers autochtones qui doivent s'y conformer. Cette directive devra faire état de l'obligation de prévenir sans délai tout corps policier ayant juridiction sur le territoire concerné par une telle poursuite;
  - d) lors d'une enquête, hors des limites du territoire du Lac Simon, sur un crime commis à l'intérieur de ce territoire, et ce, à condition:
    - i) que le Conseil adopte une procédure à ce sujet dûment établie par une politique et connue des policiers autochtones qui doivent s'y conformer;
    - ii) qu'en cas de difficultés, la procédure prévoit la demande de l'assistance du corps de police de la municipalité en question;
    - iii) que le service de police de la municipalité concernée soit avisé et ait donné son accord sur toute action entreprise par le service de police du Lac Simon;
    - iv) que ces enquêtes en dehors des limites du territoire du Lac Simon soient dûment consignées dans un registre tenu spécialement à cet effet;

- v) que les enquêtes en dehors des limites du territoire du Lac Simon soient menées conjointement avec la Sûreté du Québec ou le corps de police local, s'il y a lieu.
- 3) Les policiers autochtones du Lac Simon peuvent porter assistance à la Sûreté du Québec à la condition que l'officier responsable en poste à Val-D'Or en fasse la demande expresse au constable-chef du Lac Simon et que ce dernier ait donné l'autorisation à ses policiers autochtones d'intervenir. Il est entendu que les policiers autochtones conservent leur statut d'agents de la paix lorsqu'ils portent assistance à la Sûreté du Québec aux conditions énoncées dans cet article.
- 4) Les policiers autochtones du Lac Simon exerceront leurs fonctions à l'emploi du Conseil.

#### ARTICLE 9 - MATÉRIEL ET ÉQUIPEMENTS

- 9.01 Le matériel et les équipements nécessaires au bon fonctionnement du service de police seront acquis en fonction des budgets disponibles identifiés à l'~~annexe~~ "B" et peuvent être obtenus auprès du service des approvisionnements de la Sûreté du Québec ou achetés localement par le Conseil.
- 9.02 Si le matériel ou les équipements sont achetés auprès du service des approvisionnements de la Sûreté du Québec, les détails de ces achats seront fournis au Conseil par la Sûreté du Québec.

#### ARTICLE 10 - FINANCE ET ADMINISTRATION

- 10.01 Le budget du service de police pour chacune des années financières, tel que décrit à l'~~annexe~~ "B", est de:
- |                      |            |
|----------------------|------------|
| 93-07-01 - 94-03-31: | 267 620 \$ |
| 1994-1995:           | 293 089 \$ |
| 1995-1996:           | 273 289 \$ |
- 10.02 Le budget prévu dans cette entente ne couvre pas les coûts supplémentaires occasionnés par un événement imprévisible et inhabituel constituant un cas de force majeure. Si cette force majeure devait affecter le budget des services policiers, les parties s'entendent pour en discuter.
- 10.03 Le budget indiqué à l'article 10.01 sera indexé annuellement, à compter du 1<sup>er</sup> avril 1994, selon l'indice d'augmentation des prix à la consommation du mois de septembre de l'année précédente tel qu'établi par Statistiques Canada.
- 10.04 Le Canada et le Québec partageront les coûts du budget indiqué à 10.01 selon les modalités suivantes:
- 1) Cinquante-deux pour cent (52%) payé par le Canada et quarante-huit pour cent (48%) payé par le Québec;



- 2) le Canada versera sa contribution directement au Québec qui assumera la totalité de la gestion des sommes d'argent versées;
- 3) les montants payés par le Canada et tel qu'indiqué à l'annexe B se feront en quatre versements en conformité avec la Politique fédérale de la gestion de la Trésorerie;
- 4) le Québec effectuera trois versements au Conseil selon les besoins indiqués par ce dernier;
- 5) pour les fins de cette entente, les paiements de fonds faits par le Canada pour les services de police sont sujets à l'approbation des crédits nécessaires par le Parlement;
- 6) pour les fins de cette entente, les paiements de fonds faits par le Québec pour les services de police sont sujets à l'approbation par le Conseil du trésor.

10.05 Le Conseil doit:

- 1) fournir au Québec un rapport mensuel et cumulatif des dépenses;
- 2) présenter au Québec un rapport d'évolution du budget (analyse et écarts);
- 3) permettre au Québec l'accès aux registres comptables, pièces justificatives, écrits approuvant les dépenses et tout autre acte ou document relié au maintien du service de police;
- 4) fournir sur demande du Québec une copie certifiée conforme par les autorités du conseil de toute pièce justificative d'une dépense;
- 5) transmettre au Québec, dans les quatre (4) mois qui suivent l'année financière, un rapport financier vérifié par un expert-comptable, comprenant un bilan, un état des revenus et des dépenses, de même qu'un état détaillé de l'utilisation des sommes allouées dans le budget indiqué à l'annexe B, au plus tard le 30 septembre de chaque année.

10.06 Tous les rapports transmis au Québec conformément à l'article 10.05 seront transmis par le Québec au Canada dans les trente (30) jours de leur réception.

10.07 Advenant le cas où les coûts réels d'opération du service de police sont inférieurs au total des contributions versées par le Québec et le Canada, l'excédent de ces sommes sera conservé et devra être utilisé uniquement aux fins du service de police du Lac Simon.

10.08 Le Conseil s'engage à souscrire à une assurance générale feu-vol, incluant une assurance responsabilité employeur-employé, à l'égard des préjudices pouvant être causés aux tiers par les policiers autochtones du service de police.

**ARTICLE 11 - AUTRES DISPOSITIONS**

11.01 Le Québec s'engage, par l'entremise de la Sûreté du Québec, à:

- 1) fournir l'expertise et le support technique requis pour l'administration des budgets alloués;
- 2) fournir l'expertise nécessaire à la préparation, l'élaboration, la présentation et l'application des plans comptables;
- 3) mettre à la disposition du Conseil les politiques et guides d'activités policières et de gestion;
- 4) fournir le support opérationnel requis au bon fonctionnement du service de police:
  - a) par la visite régulière d'un agent de liaison dont les fonctions sont décrites à l'**annexe "C"**;
  - b) par la formation opérationnelle sur place ou à un autre endroit;
  - c) par l'assistance de diverses unités de support opérationnel telles le bureau d'enquête sur les crimes majeurs, les spécialistes en drogue, alcool et moralité, les techniciens en identité judiciaire et d'autres spécialistes dans le domaine des mesures d'urgence, sécurité routière, relations communautaires, prévention du crime, etc.;
  - d) par l'assistance de diverses unités de support administratif telles que la gestion des immeubles, les télécommunications, l'administration financière, de quartier-maître, de transports, etc.;
  - e) par l'assistance au constable-chef autochtone dans la planification, l'organisation et le contrôle des opérations policières de son service de police;
  - f) par l'assistance au constable-chef autochtone dans la préparation et l'application des programmes de prévention dans la communauté;
  - g) par des sessions de planification stratégique et tactique entre le service de police et la Sûreté du Québec;
  - h) par l'assistance au Conseil de l'évaluation du personnel du service de police;
  - i) par toute autre tâche convenue entre le Conseil et la Sûreté du Québec.

11.02 Les coûts relatifs à la prestation des services énumérés à l'article 11.01 seront couverts par les frais de soutien administratif indiqués à l'annexe B.

**ARTICLE 12 - RÉSILIATION DE L'ENTENTE**

12.01 Si un manquement, mésentente ou autre situation empêche l'application de l'une ou de l'ensemble des clauses de cette entente, les parties conviennent de former un comité en vue de solutionner celui-ci. Ce comité doit être formé d'un représentant de chacune des parties.



- 12.02 Si le comité n'arrive pas à régler le litige dans les trente (30) jours de sa dénonciation écrite et dûment signifiée aux parties, un préavis de quatre-vingt-dix (90) jours pourra être transmis par l'une des parties informant ses partenaires de la résiliation de l'entente.
- 12.03 Advenant la résiliation de l'entente, les sommes d'argent non utilisées par le Québec et versées par le Canada doivent être retournées au Canada.

#### ARTICLE 13 - PÉRIODE DE L'ENTENTE

- 13.01 Cette entente prend effet à compter du 1<sup>er</sup> juillet 1993 et se termine le 31 mars 1996.
- 13.02 Il n'y a pas de tacite reconduction de la présente entente.
- 13.03 Six (6) mois avant l'échéance de la présente entente, les parties s'engagent à amorcer les négociations en vue de la signature d'une nouvelle entente tripartite.

EN FOI DE QUOI LES PARTIES DUMENT AUTORISÉES A CET EFFET ONT SIGNÉ:

FAIT A QUÉBEC, le 2 septembre 1993.

Simon Auichingped  
CHEF DE LAC SIMON

dûment autorisé par la résolution  
du Conseil ci-annexée

Claude Ray  
LE MINISTRE DE LA SÉCURITÉ  
PUBLIQUE, POUR LE QUÉBEC

et par: [Signature]

LE MINISTRE DÉLÉGUÉ AUX  
AFFAIRES AUTOCHTONES

et par: [Signature]

LE MINISTRE DÉLÉGUÉ AUX  
AFFAIRES INTERGOUVERNEMENTALES  
CANADIENNES

[Signature]  
LE SOLICITEUR GÉNÉRAL DU  
CANADA,  
POUR LE CANADA

ANNEXE "A"

PROGRAMME DE FORMATION DES POLICIERS  
AUTOCHTONES DE LAC SIMON

Hervé Dumont

5 semaines à l'Institut de Police du Québec pour les cours suivants:

- Activités du patrouilleur

Quatre (4) jours de formation portant sur:

Communication radio et C.R.P.Q.  
Interception d'un véhicule  
Interpellation et enquête d'individu  
Interception et enquête d'un véhicule  
Fouille de véhicule  
Prise de plainte  
Vol de véhicule  
Fouille et mise des menottes  
Transport et transfèrement de prévenus  
Détenition et incarcération d'un individu  
Capacités affaiblies  
Utilisation judiciaire de l'arme de service

- Conduite préventive en situation d'urgence

Deux (2) jours (identique au cours de base)

- Techniques de patrouille

Quatre (4) jours de formation portant sur:

Interception d'un véhicule  
Véhicule suspect  
Prise de plainte  
Capacités affaiblies  
Interventions policières lors d'événements à haut risque

- Enquête d'accident

Cinq (5) jours (identique au cours de base)

- Mise à jour des connaissances

Dix (10) jours (cette formation est présentement dispensée en formation spécialisée)

Afin de permettre au candidat de compléter sa formation en Intervention policière en situation de crise et en Techniques d'intervention physique.

- Obtenir une attestation de la réussite d'un cours R.C.R., réanimation cardio-respiratoire.

- De plus, le candidat devra se soumettre à une évaluation au tir de combat. Advenant un échec lors de cette évaluation, le candidat devra alors suivre une formation supplémentaire afin d'atteindre la performance requise dans cette discipline.

Total de la formation: 25 jours (minimum)

Pour les deux autres candidats réguliers, ils devront avoir complété 16 semaines de formation de niveau cégep qui touchent l'attestation d'études collégiales en matière policière et avoir complété le stage de 13 semaines à l'Institut de Police du Québec dont les cours sont les suivants:

|  |  |
|--|--|
| - Règles de la preuve                          | Manoeuvres policières                    |
| - Discrétion policière                         | Devoirs judiciaires                      |
| - Statuts provinciaux                          | Offenses criminelles                     |
| - Organisation et fonction policière           | Manipulation sécuritaire des armes à feu |
| - Éducation physique                           | Techniques particulières                 |
| - Lois applicables aux mineurs                 | Garde et contrôle des prisonniers        |
| - Rédaction de rapport                         | Règlements municipaux                    |
| - Administration                               | Drogues                                  |
| - Enquêtes criminelles                         | Chicanes familiales                      |
| - Premiers soins                               | Techniques de patrouille                 |
| - Tribunal                                     | Communication                            |
| - Intervention policière en situation de crise | Rencontre avec la Sûreté du Québec       |
| - Prévention du crime                          | Fouille de personne                      |
| - Rapport d'accident                           | Télémandats                              |
| - Témoignage devant les tribunaux              | Préparation à la remise des diplômes     |

Pour le policier-chef, un cours de 120 heures de gestion policière.

Pour les candidats surnuméraires, ils devront avoir complété un profil de 40 heures à l'Institut de Police du Québec dont les cours sont les suivants:

- Accueil
- Techniques d'intervention physique
- Pouvoirs d'arrestation
- Règles de la preuve
- Premiers soins
- Techniques de patrouille
- Rétroaction

**ANNEXE "B"**  
**BUDGET DU SERVICE DE POLICE (LAC SIMON)**

|   | 93-94<br>1 <sup>er</sup> juil. 93 au<br>31 mars 94 | 94-95          | 95-96          |
|---|--|----------------|----------------|
| <b>FRAIS DIRECTS</b>                                    |  |                |                |
| <b><u>Salaires et bénéfices marginaux</u></b>           |  |                |                |
| Salaires *  | 70 837   | 114 677        | 119 379        |
| Prime du constable-chef                                 | 2 411  | 3 215          | 3 215          |
| Primes, surnuméraires, temps supplémentaire             | 18 750   | 20 000         | 20 000         |
| Secrétaire  | 9 000  | 12 000         | 12 000         |
| Assurance-chômage                                       | 4 425  | 6 300          | 6 500          |
| C.S.S.T.  | 1 297  | 1 770          | 1 800          |
| <b>SOUS-TOTAL DES SALAIRES</b>                          | <b>115 720</b>                                     | <b>157 962</b> | <b>162 894</b> |
| <b><u>Autres dépenses opérationnelles</u></b>           |  |                |                |
| TRANSPORT, COMMUNICATIONS                               | 1 500  | 1 500          | 1 500          |
| <b>SERVICES PROFESSIONNELS</b>                          |  |                |                |
| Assurance-auto  | 2 000  | 4 000          | 4 000          |
| Vérification et audition                                | 900  | 900            | 900            |
| Assurance responsabilité publique                       | 1 000  | 1 000          | 1 000          |
| Immatriculation   | 200  | 400            | 400            |
| Gardiennage   | 500  | 700            | 700            |
| Frais bancaires   | 100  | 100            | 100            |
| ENTRETIEN ET RÉPARATIONS                                | 1 800  | 2 000          | 2 000          |
| <b>LOCATION</b>   |  |                |                |
| Loyer   | 4 500  | 6 000          | 6 000          |
| Télécommunications                                      | 15 000   | 0              | 0              |
| <b>ÉQUIPEMENTS ET APPROVISIONNEMENT</b>                 |  |                |                |
| Pneus et pièces   | 800  | 2 000          | 2 000          |
| Habillement   | 10 000   | 5 000          | 5 000          |
| Essence et huile  | 8 000  | 9 600          | 9 600          |
| Matériel de bureau                                      | 7 000  | 2 000          | 2 000          |
| <b>TOTAL DES DÉPENSES OPÉRATIONNELLES</b>               | <b>53 300</b>                                      | <b>35 200</b>  | <b>35 200</b>  |
| <b>Capital</b>  |  |                |                |
| Véhicules   | 23 700   | 23 700         | 0              |
| Véhicule tout terrain                                   | n/a  | 0              | 0              |
| Motoneige   | n/a  | 0              | 0              |
| <b>TOTAL DU CAPITAL</b>                                 | <b>23 700</b>                                      | <b>23 700</b>  | <b>0</b>       |
| <b>TOTAL DES FRAIS DIRECTS</b>                          | <b>192 720</b>                                     | <b>216 862</b> | <b>198 094</b> |
| <b>FRAIS INDIRECTS</b>                                  |  |                |                |
| Formation   | 20 000   | 20 000         | 20 000         |
| Salairé et béné. marginaux agent liaison                | 44 300   | 44 300         | 44 300         |
| Frais de soutien administratif (5.5% des frais directs) | 10 600   | 11 927         | 10 895         |
| <b>TOTAL DU BUDGET</b>                                  | <b>267 620</b>                                     | <b>293 089</b> | <b>273 289</b> |
| CANADA (52%):   | 139 162  | 152 406        | 142 110        |
| QUÉBEC (48%):   | 128 458  | 140 683        | 131 179        |

\* La masse salariale inclut les bénéfices marginaux.



## ANNEXE "C"

### DESCRIPTION D'EMPLOI AGENT DE LIAISON

#### Description des tâches:

1. Assister le constable-chef dans la gestion du service de police autochtone.
2. Assister et conseiller le service de police autochtone, tant dans son travail opérationnel qu'administratif, en effectuant un suivi des travaux, en prodiguant des conseils et des suggestions, en agissant à titre de personne ressource auprès du ou des policiers autochtones en ce qui a trait à leur formation policière (ex.: rapports, enquêtes, etc.), afin de leur transmettre l'expertise acquise par la Sûreté du Québec.
3. Vérifier les dossiers opérationnels et administratifs avec l'aide du policier autochtone ou du constable-chef et l'assister dans l'épuration des dossiers, afin de vérifier si les politiques et les procédés administratifs sont bien suivis.
4. Assister le policier autochtone ou le constable-chef dans la planification, l'organisation et le contrôle de la quantité et de la qualité du travail, l'évaluation du personnel, la planification des vacances annuelles, la préparation des horaires de travail, en se référant à son expérience ainsi qu'aux connaissances acquises, afin d'obtenir le meilleur rendement possible.
5. Procéder à l'échantillonnage des rapports soumis par le ou les policiers autochtones avant de les soumettre soit à l'agent de liaison, à la cour ou au Substitut du procureur général, en s'assurant que tous les éléments sont inscrits aux rapports, afin de disposer de rapports complets, de qualité en répondant aux normes édictées, ainsi que d'informer le constable-chef des correctifs à apporter.
6. Exécuter les enquêtes de caractère lors du processus d'embauche en cueillant des renseignements sur les antécédents des candidats et de leur entourage, afin de s'assurer de la probité des personnes sélectionnées.
7. Signaler au comité de sécurité publique les écarts de comportement du ou des policiers autochtones.
8. Agir à titre de personne ressource, si requis, pour l'évaluation du constable-chef.
9. Assister le constable-chef dans la préparation des statistiques mensuelles du service de police autochtone.
10. Informer la Division des communautés autochtones de la Sûreté du Québec de l'avancement de l'implantation du service de police autochtone en préparant et soumettant un état de situation, afin d'assurer un suivi et suggérer les correctifs nécessaires.
11. Assister le constable-chef dans la préparation du rapport annuel sur les activités du service de police, en identifiant la nature des informations à colliger, en effectuant diverses recherches et en retenant les informations pertinentes, afin de produire le rapport annuel à l'intérieur des délais prévus.
12. Effectuer toute autre tâche connexe que peut lui confier son supérieur.

## **SECTION 4**





# ENTENTE SUR LES SERVICES POLICIERS

ENTRE

INNU TAKUAIKAN  
UASHAT MAK MANI-UTENAM  
(ci-après appelé le "Conseil")

PARTIE DE PREMIERE PART

ET

LE GOUVERNEMENT DU CANADA  
représenté par le Solliciteur général du Canada  
(ci-après appelé le "Canada")

PARTIE DE DEUXIEME PART

ET

LE GOUVERNEMENT DU QUÉBEC  
représenté par le ministre de la Sécurité publique,  
le ministre délégué aux Affaires autochtones et  
le ministre délégué aux Affaires intergouvernementales canadiennes  
(ci-après appelé le "Québec")

PARTIE DE TROISIEME PART

ATTENDU que le Solliciteur général du Canada, le ministère de la Sécurité publique du Québec et Innu Takuaikan Uashat Mak Mani-Utenam s'entendent pour organiser et maintenir les services policiers dans la communauté de Uashat Mak Mani-Utenam, à l'intérieur d'un cadre légal et administratif qui conserve au Canada sa juridiction et sa responsabilité à l'égard des autochtones et des terres réservées pour eux, au ministère de la Sécurité publique du Québec sa juridiction et sa responsabilité en matière de maintien de l'ordre et de la sécurité publique sur le territoire québécois et à Innu Takuaikan Uashat Mak Mani-Utenam sa juridiction sur son territoire.

ATTENDU qu'il y a lieu d'accroître l'autonomie locale de la communauté de Uashat Mak Mani-Utenam en matière de services policiers.

ATTENDU qu'il y a lieu, à cet effet, de conclure une entente entre le gouvernement du Canada, le gouvernement du Québec et Innu Takuaikan Uashat Mak Mani-Utenam.

LES PARTIES CONVIENNENT:

## ARTICLE 1 - PRÉAMBULE ET ANNEXES

Le préambule ainsi que les annexes font partie intégrante de l'entente.

## ARTICLE 2 - DÉFINITIONS

Dans la présente entente, et à moins que le contexte n'indique un sens différent, les mots et expressions qui suivent désignent:

- 2.01 Service de police: désigne l'ensemble des services policiers dispensés par les policiers autochtones de la communauté de Innu Takuaikan Uashat Mak Mani-Utenam sur le territoire ci-après désigné:

Sur la Baie des Sept-Iles, Canton de Letellier, tel qu'illustré sur un plan d'arpentage produit par M. J. Émile Le François a.g. à Québec le 28 mars 1904 et déposé aux archives du Service de l'arpentage du ministère de l'Énergie et des Ressources du Québec et les lots 4A, 4B et 5-2 du rang 1, Village des Sept-Iles et les lots 5 (1/2 sud), 6 (partie), 7 (partie), 8 (partie) du rang 1.

La description territoriale qui précède ne vaut strictement que pour les fins de la présente entente. Elle est également faite sans préjudice aux positions respectives du Canada, du Québec, de Innu Takuaikan Uashat Mak Mani-Utenam quant aux limites territoriales réelles de la réserve.

- 2.02 Policier autochtone: désigne une personne nommée et assermentée constable spécial conformément aux articles 80 et 83 de la Loi de police (L.R.Q., chap. P-13) incluant le constable-chef et le(s) surnuméraire(s) du service de police.

### ARTICLE 3 - OBJET

Cette entente a pour objet l'organisation et le maintien des services de police dans la communauté de Uashat Mak Mani-Utenam.

### ARTICLE 4 - GARANTIES JURIDIQUES ET CONSTITUTIONNELLES

Cette entente n'a pas pour effet de modifier ni de porter atteinte de quelque façon aux droits ancestraux, aux droits issus de traités, aux droits constitutionnels ou tout autre droit, privilège ou liberté qui reviennent ou pourraient revenir à l'une ou l'autre des parties concernées.

### ARTICLE 5 - MANDAT DU SERVICE DE POLICE

- 5.01 La responsabilité première du service de police est de maintenir l'ordre, la paix et la sécurité publique sur le territoire de Uashat Mak Mani-Utenam, conformément à l'ensemble des lois en vigueur et aux règlements administratifs du Conseil.
- 5.02 La Sûreté du Québec conserve tous les pouvoirs et responsabilités qui lui sont dévolus par la loi.

### ARTICLE 6 - COMITÉ DE SÉCURITÉ PUBLIQUE

- 6.01 Les parties reconnaissent l'existence d'un comité de sécurité publique formé par le Conseil.
- 6.02 Le comité de sécurité publique a pour but principal d'établir les orientations et les priorités communautaires du service de police ainsi que de veiller à la qualité de ce service sur le territoire de Uashat Mak Mani-Utenam.

- 6.03 La Sûreté du Québec, par l'intermédiaire de son agent de liaison, participera sur demande au comité de sécurité publique afin de lui fournir l'information nécessaire à son mandat.

#### ARTICLE 7 - NIVEAU DE GESTION

- 7.01 D'un commun accord entre les parties, et ce, pour la durée de la présente entente, la gestion des services policiers sera partagée entre les autorités de Uashat Mak Mani-Utenam et le ministère de la Sécurité publique.
- 7.02 Entre le 1<sup>er</sup> avril 1995 et le 31 mars 1996, une évaluation sera faite par les parties en vue de déterminer si l'évolution de gestion du service de police entrera dans sa phase finale d'autonomie. Pour ce faire, les objectifs suivants devront avoir été atteints, à la satisfaction des parties:
- a) le Conseil se sera conformé au plan de gestion financière du service de police au niveau de la masse salariale et pourra se conformer à celui maintenu depuis le début de l'entente dans le domaine des dépenses opérationnelles;
  - b) le Conseil aura respecté les obligations contenues dans la présente entente;
  - c) les policiers autochtones auront respecté les procédés et les politiques administratives et opérationnelles que le Conseil aura approuvés au cours de la première année de l'entente; ces procédés et politiques tiennent lieu de directives à l'égard de la gestion des activités policières;
  - d) le constable-chef autochtone sera évalué par le centre d'appréciation du personnel policier et devra y obtenir une recommandation favorable;
  - e) l'évaluation portera sur les effectifs sans égard à toutes modifications en ce qui concerne le personnel policier;
  - f) le Conseil s'engage à respecter le programme de formation prévu pour chacun des policiers autochtones, tel que décrit à l'annexe "A".

#### ARTICLE 8 - PERSONNEL

- 8.01 Le service de police du Conseil est composé de sept (7) policiers autochtones dont un agit à titre de constable-chef. Un montant forfaitaire tel que déterminé à l'annexe B est prévu pour l'embauche de trois (3) surnuméraires.
- 8.02 La sélection des policiers autochtones et des surnuméraires se fait de la manière suivante:
- a) les autorités du Conseil présentent, sous forme de résolution, au Québec, une liste de candidats sélectionnés conformément à la politique d'embauche du Conseil. Dans cette résolution, le Conseil demande au Québec de procéder à l'enquête de caractère de ceux-ci;
  - b) l'enquête de caractère est effectuée par la Sûreté du Québec et les résultats sont transmis au Conseil;

- c) si le nombre de candidats retenus, après l'enquête de caractère, dépasse le nombre de policiers autochtones indiqués à 8.01, le Conseil procédera à la sélection finale.

8.03

La nomination et l'assermentation des policiers autochtones de Uashat Mak Mani-Utenam se feront conformément aux articles 80 et 83 de la Loi de police (L.R.Q., chap. P-13) aux conditions suivantes:

- 1) Le Conseil demande, par voie de résolution, au Ministre de la Sécurité publique, de recommander la nomination et l'assermentation des personnes mentionnées dans la résolution, à titre de policier autochtone, pour une durée à être déterminée.
- 2) Les policiers autochtones ainsi nommés pourront exercer leurs pouvoirs sur le territoire de Uashat Mak Mani-Utenam. Cependant, ils conservent leur statut de policiers autochtones pour tout le territoire de la province dans les cas suivants:
  - a) lors du transport d'un détenu étant accusé en vertu d'une infraction commise sur le territoire de Uashat Mak Mani-Utenam;
  - b) lors de l'exécution d'un mandat d'arrestation valide et dûment signé par un juge de paix;
  - c) lors d'une poursuite active initiée sur le territoire de Uashat Mak Mani-Utenam à la condition que le Conseil adopte à cet égard une directive connue des policiers autochtones qui doivent s'y conformer. Cette directive devra faire état de l'obligation de prévenir sans délai tout corps policier ayant juridiction sur le territoire concerné par une telle poursuite;
  - d) lors d'une enquête, hors des limites du territoire de Uashat Mak Mani-Utenam, sur un crime commis à l'intérieur de ce territoire, et ce, à condition:
    - i) que le Conseil adopte une procédure à ce sujet dûment établie par une politique et connue des policiers autochtones qui doivent s'y conformer;
    - ii) qu'en cas de difficultés, la procédure prévoië la demande de l'assistance du corps de police de la municipalité en question;
    - iii) que le service de police de la municipalité concernée soit avisé et ait donné son accord sur toute action entreprise par le service de police de Uashat Mak Mani-Utenam;
    - iv) que ces enquêtes en dehors des limites du territoire de Uashat Mak Mani-Utenam soient dûment consignées dans un registre tenu spécialement à cet effet;
    - v) que les enquêtes en dehors des limites du territoire de Uashat Mak Mani-Utenam soient menées conjointement avec la Sûreté du Québec ou le corps de police local, s'il y a lieu.
- 3) Les policiers autochtones de Uashat Mak Mani-Utenam peuvent porter assistance à la Sûreté du Québec à la



condition que l'officier responsable en poste à Sept-Iles en fasse la demande expresse au constable-chef de Uashat Mak Mani-Utenam et que ce dernier ait donné l'autorisation à ses policiers autochtones d'intervenir. Il est entendu que les policiers autochtones conservent leur statut d'agents de la paix lorsqu'ils portent assistance à la Sûreté du Québec aux conditions énoncées dans cet article.

- 4) Les policiers autochtones de Uashat Mak Mani-Utenam exerceront leurs fonctions à l'emploi du Conseil.

#### **ARTICLE 9 - MATÉRIEL ET ÉQUIPEMENTS**

- 9.01 Le matériel et les équipements nécessaires au bon fonctionnement du service de police seront acquis en fonction des budgets disponibles identifiés à l'**annexe "B"** et peuvent être obtenus auprès du service des approvisionnements de la Sûreté du Québec ou achetés localement par le Conseil.
- 9.02 Si le matériel ou les équipements sont achetés auprès du service des approvisionnements de la Sûreté du Québec, les détails de ces achats seront fournis au Conseil par la Sûreté du Québec.

#### **ARTICLE 10 - FINANCE ET ADMINISTRATION**

- 10.01 Le budget du service de police pour chacune des années financières, tel que décrit à l'**annexe "B"**, est de:
- |                      |            |
|----------------------|------------|
| 93-07-01 - 94-03-31: | 612 972 \$ |
| 1994-1995:           | 557 963 \$ |
| 1995-1996:           | 557 963 \$ |
- 10.02 Le budget prévu dans cette entente ne couvre pas les coûts supplémentaires occasionnés par un événement imprévisible et inhabituel constituant un cas de force majeure. Si cette force majeure devait affecter le budget des services policiers, les parties s'entendent pour en discuter.
- 10.03 Le budget indiqué à l'article 10.01 sera indexé annuellement, à compter du 1<sup>er</sup> avril 1994, selon l'indice d'augmentation des prix à la consommation du mois de septembre de l'année précédente tel qu'établi par Statistiques Canada.
- 10.04 Le Canada et le Québec partageront les coûts du budget indiqué à 10.01 selon les modalités suivantes:
- 1) Cinquante-deux pour cent (52%) payé par le Canada et quarante-huit pour cent (48%) payé par le Québec;
  - 2) le Canada versera sa contribution directement au Québec qui assumera la totalité de la gestion des sommes d'argent versées;
  - 3) les montants payés par le Canada et tel qu'indiqué à l'annexe B se feront en quatre versements en conformité avec la Politique fédérale de la gestion de la Trésorerie;
  - 4) le Québec effectuera trois versements au Conseil selon les besoins indiqués par ce dernier;



- 5) pour les fins de cette entente, les paiements de fonds faits par le Canada pour les services de police sont sujets à l'approbation des crédits nécessaires par le Parlement;
- 6) pour les fins de cette entente, les paiements de fonds faits par le Québec pour les services de police sont sujets à l'approbation par le Conseil du trésor.

10.05 Le Conseil doit:

- 1) fournir au Québec un rapport mensuel et cumulatif des dépenses;
- 2) présenter au Québec un rapport d'évolution du budget (analyse et écarts);
- 3) permettre au Québec l'accès aux registres comptables, pièces justificatives, écrits approuvant les dépenses et tout autre acte ou document relié au maintien du service de police;
- 4) fournir sur demande du Québec une copie certifiée conforme par les autorités du conseil de toute pièce justificative d'une dépense;
- 5) transmettre au Québec, dans les quatre (4) mois qui suivent l'année financière, un rapport financier vérifié par un expert-comptable, comprenant un bilan, un état des revenus et des dépenses, de même qu'un état détaillé de l'utilisation des sommes allouées dans le budget indiqué à l'annexe B, au plus tard le 30 septembre de chaque année.

10.06 Tous les rapports transmis au Québec conformément à l'article 10.05 seront transmis par le Québec au Canada dans les trente (30) jours de leur réception.

10.07 Advenant le cas où les coûts réels d'opération du service de police sont inférieurs au total des contributions versées par le Québec et le Canada, l'excédent de ces sommes sera conservé et devra être utilisé uniquement aux fins du service de police de Uashat Mak Mani-Utenam.

10.08 Le Conseil s'engage à souscrire à une assurance générale feu-vol, incluant une assurance responsabilité employeur-employé, à l'égard des préjudices pouvant être causés aux tiers par les policiers autochtones du service de police.

#### ARTICLE 11 - AUTRES DISPOSITIONS

11.01 Le Québec s'engage, par l'entremise de la Sûreté du Québec, à:

- 1) fournir l'expertise et le support technique requis pour l'administration des budgets alloués;
- 2) fournir l'expertise nécessaire à la préparation, l'élaboration, la présentation et l'application des plans comptables;
- 3) mettre à la disposition du Conseil les politiques et guides d'activités policières et de gestion;

- 4) fournir le support opérationnel requis au bon fonctionnement du service de police:
- a) par la visite régulière d'un agent de liaison dont les fonctions sont décrites à l'annexe "C";
  - b) par la formation opérationnelle sur place ou à un autre endroit;
  - c) par l'assistance de diverses unités de support opérationnel telles le bureau d'enquête sur les crimes majeurs, les spécialistes en drogue, alcool et moralité, les techniciens en identité judiciaire et d'autres spécialistes dans le domaine des mesures d'urgence, sécurité routière, relations communautaires, prévention du crime, etc.;
  - d) par l'assistance de diverses unités de support administratif telles que la gestion des immeubles, les télécommunications, l'administration financière, de quartier-maître, de transports, etc.;
  - e) par l'assistance au constable-chef autochtone dans la planification, l'organisation et le contrôle des opérations policières de son service de police;
  - f) par l'assistance au constable-chef autochtone dans la préparation et l'application des programmes de prévention dans la communauté;
  - g) par des sessions de planification stratégique et tactique entre le service de police et la Sûreté du Québec;
  - h) par l'assistance au Conseil de l'évaluation du personnel du service de police;
  - i) par toute autre tâche convenue entre le Conseil et la Sûreté du Québec.

11.02 Les coûts relatifs à la prestation des services énumérés à l'article 11.01 seront couverts par les frais de soutien administratif indiqués à l'annexe B.

## ARTICLE 12 - RÉSILIATION DE L'ENTENTE

12.01 Si un manquement, mésentente ou autre situation empêche l'application de l'une ou de l'ensemble des clauses de cette entente, les parties conviennent de former un comité en vue de solutionner celui-ci. Ce comité doit être formé d'un représentant de chacune des parties.

12.02 Si le comité n'arrive pas à régler le litige dans les trente (30) jours de sa dénonciation écrite et dûment signifiée aux parties, un préavis de quatre-vingt-dix (90) jours pourra être transmis par l'une des parties informant ses partenaires de la résiliation de l'entente.


- 12.03 Advenant la résiliation de l'entente, les sommes d'argent non utilisées par le Québec et versées par le Canada doivent être retournées au Canada.


**ARTICLE 13 - PÉRIODE DE L'ENTENTE**

- 13.01 Cette entente prend effet à compter du 1<sup>er</sup> juillet 1993 et se termine le 31 mars 1996.
- 13.02 Il n'y a pas de tacite reconduction de la présente entente.
- 13.03 Six (6) mois avant l'échéance de la présente entente, les parties s'engagent à amorcer les négociations en vue de la signature d'une nouvelle entente tripartite.

EN FOI DE QUOI LES PARTIES DUMENT AUTORISÉES A CET EFFET ONT SIGNÉ:

FAIT A QUÉBEC, le 2 septembre 1993.

  
 CHEF DE UASHAT MAK MANI-UTENAM  
 dûment autorisé par la résolution  
 du Conseil ci-annexée

  
 LE MINISTRE DE LA SÉCURITÉ  
 PUBLIQUE, POUR LE QUÉBEC

et par:

  
 LE MINISTRE DÉLÉGUÉ AUX  
 AFFAIRES AUTOCHTONES

et par:

  
 LE MINISTRE DÉLÉGUÉ AUX  
 AFFAIRES INTERGOUVERNEMENTALES  
 CANADIENNES

  
 LE SOLICITEUR GÉNÉRAL DU  
 CANADA,  
 POUR LE CANADA

ANNEXE "A"

PROGRAMME DE FORMATION DES POLICIERS  
AUTOCHTONES DE UASHAT MAK MANI-UTENAM

Marco Fontaine

5 semaines à l'Institut de Police du Québec pour les cours suivants:

- Activités du patrouilleur

Quatre (4) jours de formation portant sur:

Communication radio et C.R.P.Q.  
Interception d'un véhicule  
Interpellation et enquête d'individu  
Interception et enquête d'un véhicule  
Fouille de véhicule  
Prise de plainte  
Vol de véhicule  
Fouille et mise des menottes  
Transport et transfèrement de prévenus  
Détenition et incarcération d'un individu  
Capacités affaiblies  
Utilisation judicieuse de l'arme de service

- Conduite préventive en situation d'urgence

Deux (2) jours (identique au cours de base)

- Techniques de patrouille

Quatre (4) jours de formation portant sur:

Interception d'un véhicule  
Véhicule suspect  
Prise de plainte  
Capacités affaiblies  
Interventions policières lors d'événements à haut risque

- Enquête d'accident

Cinq (5) jours (identique au cours de base)

- Mise à jour des connaissances

Dix (10) jours (cette formation est présentement dispensée en formation spécialisée)

Afin de permettre au candidat de compléter sa formation en Intervention policière en situation de crise et en Techniques d'intervention physique.

- Obtenir une attestation de la réussite d'un cours R.C.R., réanimation cardio-respiratoire.

- De plus, le candidat devra se soumettre à une évaluation au tir de combat. Advenant un échec lors de cette évaluation, le candidat devra alors suivre une formation supplémentaire afin d'atteindre la performance requise dans cette discipline.

Total de la formation: 25 jours (minimum)

Pour les six autres candidats réguliers, ils devront avoir complété 16 semaines de formation de niveau cégep qui touchent l'attestation d'études collégiales en matière policière et avoir complété le stage de 13 semaines à l'Institut de Police du Québec dont les cours sont les suivants:

|  |  |
|--|--|
| - Règles de la preuve                          | Manoeuvres policières                    |
| - Discretion policière                         | Devoirs judiciaires                      |
| - Statuts provinciaux                          | Offenses criminelles                     |
| - Organisation et fonction policière           | Manipulation sécuritaire des armes à feu |
| - Éducation physique                           | Techniques particulières                 |
| - Lois applicables aux mineurs                 | Garde et contrôle des prisonniers        |
| - Rédaction de rapport                         | Règlements municipaux                    |
| - Administration                               | Drogues                                  |
| - Enquêtes criminelles                         | Chicanes familiales                      |
| - Premiers soins                               | Techniques de patrouille                 |
| - Tribunal                                     | Communication                            |
| - Intervention policière en situation de crise | Rencontre avec la Sûreté du Québec       |
| - Prévention du crime                          | Fouille de personne                      |
| - Rapport d'accident                           | Télémandats                              |
| - Témoignage devant les tribunaux              | Préparation à la remise des diplômes     |

Pour le policier-chef, un cours de 120 heures de gestion policière.

Pour les trois candidats surnuméraires, ils devront avoir complété un profil de 40 heures à l'Institut de Police du Québec dont les cours sont les suivants:

- Accueil
- Techniques d'intervention physique
- Pouvoirs d'arrestation
- Règles de la preuve
- Premiers soins
- Techniques de patrouille
- Rétroaction



ANNEXE "B"  
BUDGET DU SERVICE DE POLICE (SEPT-ÎLES)

|   | 93-94<br>1 <sup>er</sup> juil. 93 au<br>31 mars 94 | 94-95          | 95-96          |
|---|--|----------------|----------------|
| <b>FRAIS DIRECTS</b>                                    |  |                |                |
| <b><u>Salaires et bénéfices margineux</u></b>           |  |                |                |
| Salaires *  | 210 971  | 281 295        | 281 295        |
| Prime du constable-chef                                 | 2 712  | 3 616          | 3 616          |
| Primes, surnuméraires, temps supplémentaire             | 15 900   | 21 200         | 21 200         |
| Secrétaire  | 18 750   | 25 000         | 25 000         |
| Assurance-chômage                                       | 9 596  | 12 795         | 12 795         |
| C.S.S.T.  | 3 011  | 4 015          | 4 015          |
| <b>SOUS-TOTAL DES SALAIRES</b>                          | <b>260 940</b>                                     | <b>347 921</b> | <b>347 921</b> |
| <b><u>Autres dépenses opérationnelles</u></b>           |  |                |                |
| TRANSPORT, COMMUNICATIONS                               | 2 000  | 2 000          | 2 000          |
| <b>SERVICES PROFESSIONNELS</b>                          |  |                |                |
| Assurance-auto  | 6 000  | 6 000          | 6 000          |
| Vérification et audition                                | 1 500  | 1 500          | 1 500          |
| Assurance responsabilité publique                       | 2 500  | 2 500          | 2 500          |
| Immatriculation   | 450  | 470            | 470            |
| Gardiennage   | 900  | 1 000          | 1 000          |
| Frais bancaires   | 100  | 100            | 100            |
| ENTRETIEN ET RÉPARATIONS                                | 4 500  | 5 000          | 5 000          |
| <b>LOCATION</b>   |  |                |                |
| Loyer   | 30 000   | 30 000         | 30 000         |
| Télécommunications                                      | 20 000   | 0              | 0              |
| <b>EQUIPEMENTS ET APPROVISIONNEMENT</b>                 |  |                |                |
| Pneus et pièces   | 2 600  | 3 000          | 3 000          |
| Habillage   | 20 000   | 10 000         | 10 000         |
| Essence et huile  | 26 000   | 27 000         | 27 000         |
| Matériel de bureau                                      | 12 000   | 3 000          | 3 000          |
| <b>TOTAL DES DÉPENSES OPÉRATIONNELLES</b>               | <b>128 550</b>                                     | <b>91 570</b>  | <b>91 570</b>  |
| <b><u>Capital</u></b>                                   |  |                |                |
| Véhicules   | 71 100   | 0              | 0              |
| Véhicule tout terrain                                   | 5 000  | 0              | 0              |
| Motoneige   | 5 000  | 0              | 0              |
| <b>TOTAL DU CAPITAL</b>                                 | <b>81 100</b>                                      | <b>0</b>       | <b>0</b>       |
| <b>TOTAL DES FRAIS DIRECTS</b>                          | <b>470 590</b>                                     | <b>439 491</b> | <b>439 491</b> |
| <b>FRAIS INDIRECTS</b>                                  |  |                |                |
| Formation   | 50 000   | 50 000         | 50 000         |
| Salairé et béné. margineux agent liaison                | 66 500   | 44 300         | 44 300         |
| Frais de soutien administratif (5.5% des frais directs) | 25 882   | 24 172         | 24 172         |
| <b>TOTAL DU BUDGET</b>                                  | <b>612 972</b>                                     | <b>557 963</b> | <b>557 963</b> |
| CANADA (52%):   | 318 745  | 290 141        | 290 141        |
| QUÉBEC (48%):   | 294 227  | 267 822        | 267 822        |

\* La masse salariale inclut les bénéfices margineux.



## ANNEXE "C"

### DESCRIPTION D'EMPLOI AGENT DE LIAISON

#### Description des tâches:

1. Assister le constable-chef dans la gestion du service de police autochtone.
2. Assister et conseiller le service de police autochtone, tant dans son travail opérationnel qu'administratif, en effectuant un suivi des travaux, en prodiguant des conseils et des suggestions, en agissant à titre de personne ressource auprès du ou des policiers autochtones en ce qui a trait à leur formation policière (ex.: rapports, enquêtes, etc.), afin de leur transmettre l'expertise acquise par la Sûreté du Québec.
3. Vérifier les dossiers opérationnels et administratifs avec l'aide du policier autochtone ou du constable-chef et l'assister dans l'épuration des dossiers, afin de vérifier si les politiques et les procédés administratifs sont bien suivis.
4. Assister le policier autochtone ou le constable-chef dans la planification, l'organisation et le contrôle de la quantité et de la qualité du travail, l'évaluation du personnel, la planification des vacances annuelles, la préparation des horaires de travail, en se référant à son expérience ainsi qu'aux connaissances acquises, afin d'obtenir le meilleur rendement possible.
5. Procéder à l'échantillonnage des rapports soumis par le ou les policiers autochtones avant de les soumettre soit à l'agent de liaison, à la cour ou au Substitut du procureur général, en s'assurant que tous les éléments sont inscrits aux rapports, afin de disposer de rapports complets, de qualité en répondant aux normes édictées, ainsi que d'informer le constable-chef des correctifs à apporter.
6. Exécuter les enquêtes de caractère lors du processus d'embauche en cueillant des renseignements sur les antécédents des candidats et de leur entourage, afin de s'assurer de la probité des personnes sélectionnées.
7. Signaler au comité de sécurité publique les écarts de comportement du ou des policiers autochtones.
8. Agir à titre de personne ressource, si requis, pour l'évaluation du constable-chef.
9. Assister le constable-chef dans la préparation des statistiques mensuelles du service de police autochtone.
10. Informer la Division des communautés autochtones de la Sûreté du Québec de l'avancement de l'implantation du service de police autochtone en préparant et soumettant un état de situation, afin d'assurer un suivi et suggérer les correctifs nécessaires.
11. Assister le constable-chef dans la préparation du rapport annuel sur les activités du service de police, en identifiant la nature des informations à colliger, en effectuant diverses recherches et en retenant les informations pertinentes, afin de produire le rapport annuel à l'intérieur des délais prévus.
12. Effectuer toute autre tâche connexe que peut lui confier son supérieur.

## **SECTION 5**



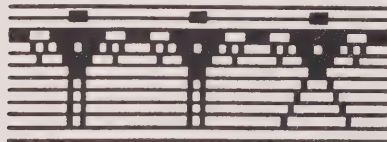
**WIKWEMIKONG  
POLICING AGREEMENT**

**WIKWEMIKONG**

**CANADA**

**ONTARIO**

INDIAN COMMISSION *of* ONTARIO



**JANUARY 7, 1994**

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**AGREEMENT MADE IN TRIPLICATE ON THIS THE**

**\_\_\_\_\_ DAY OF \_\_\_\_\_, 199\_\_ AMONG:**

**WIKWEMIKONG UNCEDED INDIAN RESERVE**, as represented by the  
Chief and Council (hereinafter referred to as "Wikwemikong")

**OF THE FIRST PART**

**- and -**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by  
the Solicitor General of Canada (hereinafter referred to as "Canada")

**OF THE SECOND PART**

**- and -**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**, as represented by  
the Solicitor General and Minister of Correctional Services, and the Minister  
Responsible for Native Affairs of Ontario (hereinafter referred to as "Ontario")

**OF THE THIRD PART**

**WHEREAS** it is the position of the people of the Wikwemikong Unceded Indian Reserve that they have historically been responsible for maintaining peace and social harmony within their own community;

**WHEREAS** under the Constitution Acts, 1867 and 1982, Canada has legislative responsibility with respect to Indians and lands reserved for the Indians, and Ontario has legislative responsibility for the administration of justice in the Province of Ontario, and the aboriginal peoples of Canada have their existing aboriginal and treaty rights recognized and affirmed thereby;

**WHEREAS** the parties hereto recognize that this Agreement does not alter or affect the division of constitutional authority, responsibility, jurisdiction or rights of the parties hereto or any position that the parties may adopt in any forum with respect thereto;

**WHEREAS** the parties hereto wish to provide for the establishment of a police service to serve Wikwemikong's policing needs, in a manner consistent with the principles set out in the Ontario First Nations Policing Agreement dated March 30, 1992.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the parties hereto, in consideration of the mutual covenants hereinafter set out, agree as follows:

### **Definitions**

1. (a) In this Agreement, unless otherwise stated or the context otherwise requires:

"First Nations Constable" means a person appointed as a First Nations Constable pursuant to the Police Services Act of Ontario;

"First Nations Laws" means bylaws of Wikwemikong enacted pursuant to the Indian Act of Canada;

"Ontario First Nations Policing Agreement" means the agreement dated March 30, 1992 with respect to First Nations policing arrangements in Ontario, entered into by Grand Council Treaty #3 Nation, Nishnawbe-Aski Nation, the Association of Iroquois and Allied Indians, Anishinabek Nation, Six Nations of the Grand River, Canada and Ontario;

"OPP Commissioner" means the Commissioner of the Ontario Provincial Police;

"the Parties" means Wikwemikong, Canada and Ontario;

"Standing Orders Manual" means the manual developed by the Wikwemikong Tribal Police Services Board pursuant to Paragraph 6 (a) of this Agreement;

"Wikwemikong" means the people of the Wikwemikong Unceded Indian Reserve, identified as Band number 175 pursuant to the Indian Act of Canada, as represented by the Wikwemikong Chief and Council;

"Wikwemikong Chief of Police" means the person designated pursuant to Section 5 of this Agreement by the Wikwemikong Tribal Police Service Board as Chief of Police of the Wikwemikong Tribal Police Service;

"Wikwemikong Constable" means a First Nations Constable designated pursuant to Section 4 of this Agreement;

"Wikwemikong Tribal Police Service Board" means the body established pursuant to Section 3 of this Agreement;

"Wikwemikong Tribal Police Service" means the body of Wikwemikong Constables and civilian staff appointed to carry out the duties and to attain the objectives set out in Section 4 of this Agreement; and

"Wikwemikong Territories" means those parts of the Province of Ontario known as the Wikwemikong Unceded Indian Reserve No. 26, Point Grondine Indian Reserve No. 3 and such other reserve areas, if any, as the Parties may hereafter agree in writing pursuant to Paragraph 9(b) of this Agreement.

- (b) All terms defined in the Ontario First Nations Policing Agreement shall bear the same meaning in this Agreement, unless otherwise defined herein, or otherwise required by the context in which they are used herein.
- (c) The definitions of "First Nations Laws" and of "Wikwemikong Territories" are used for the purposes of this Agreement only and do not necessarily reflect the meanings ascribed to those expressions by any of the Parties for any other purpose.
- (d) Unless expressly stipulated otherwise, the words "Section", "Paragraph" and "Schedule" as used in this Agreement refer to the applicable section, paragraph or schedule of this Agreement and the words "hereto" and "herein" shall be construed as referring to this Agreement in its entirety.

### **Purpose of this Agreement**

2. The purpose of this Agreement is to provide for the transition of responsibility for policing on Wikwemikong Territories from First Nation Constables supervised by the Ontario Provincial Police to the Wikwemikong Tribal Police Service, governed by the Wikwemikong Tribal Police Service Board. It is intended that the police service on the Wikwemikong Territories will be appropriate to the culture and traditions of the people of Wikwemikong, responsive to the policing needs of Wikwemikong, and at least equivalent in level and standard of service to that provided in non-aboriginal communities in Ontario having regard to policing workload, population and location.

### **Establishment and Mandate of the Wikwemikong Tribal Police Service Board**

3. (a) Wikwemikong shall establish a Wikwemikong Tribal Police Service Board forthwith after the signing of this Agreement.
- (b) Ontario shall and Canada may, in consultation with the Wikwemikong band council, appoint one non-voting advisor each to serve the Wikwemikong Tribal Police Service Board in a technical and liaison capacity.
- (c) The Wikwemikong Tribal Police Service Board shall be responsible for the provision of policing services within the Wikwemikong Territories.
- (d) The Wikwemikong Tribal Police Service Board shall be governed by a charter, which charter is attached as Schedule "A" hereto. Wikwemikong shall be entitled to amend the terms of this charter provided that such amendments shall be consistent with the terms of this Agreement (excluding Schedule "A") and the Ontario First Nations Policing Agreement. Wikwemikong shall give prior written notice to Canada and Ontario of any such proposed amendments.
- (e) The Wikemikong Tribal Police Service Board shall provide the mechanisms necessary for the impartial and independent review of improper exercise of police powers, violations of codes of conduct, and mechanisms for grievance and redress on matters related to discipline and dismissal. These mechanisms shall be more particularly set out in the charter, and the Standing Orders Manual developed pursuant to Section 6 of this Agreement.

### **Establishment and Mandate of the Wikwemikong Tribal Police Service**

4. (a) Throughout the term of this Agreement, the Wikwemikong Tribal Police Service



shall consist of a complement of eleven First Nations Constables and an adequate number of civilian staff to support the work of those constables in fulfilling the objectives of this Agreement.

- (b) (i) The Wikwemikong Tribal Police Service Board shall be responsible for proposing individuals for service as Wikwemikong Constables. The OPP Commissioner may then appoint any individual so proposed as a First Nations Constable and shall not suspend or terminate such appointment without first consulting the Wikwemikong Tribal Police Service Board. If the OPP Commissioner determines that any proposed appointment should not be made, the OPP Commissioner shall forthwith communicate in writing to the Board the reasons for such determination.
- (ii) Prior to serving in the Wikwemikong Tribal Police Service, Wikwemikong Constables shall be duly authorized by Wikwemikong to enforce First Nations Laws.
- (c) Wikwemikong Constables shall receive police training in accordance with the provisions of the Ontario First Nations Policing Agreement and such other training as may be required by the Wikwemikong Tribal Police Service Board.
- (d) The mandate of the Wikwemikong Tribal Police Service shall be as follows:
  - (i) to maintain the peace throughout the Wikwemikong Territories;
  - (ii) to enforce all provincial, federal and First Nations Laws applicable in the Wikwemikong Territories;
  - (iii) to provide such policing services to the people of Wikwemikong as may be necessary or appropriate in order to prevent or discourage crime and disorder on the Wikwemikong Territories; and
  - (iv) to provide such other policing services as may be required in accordance with the terms of Paragraph 9 (c), and the direction of the



Wikwemikong Tribal Police Service Board, provided that such other services shall not be inconsistent with the terms of this Agreement or the Ontario First Nations Policing Agreement.

- (e) Conditions of employment including appeal procedures for members of the Wikwemikong Tribal Police Service shall be as set out in the Standing Orders Manual.

#### Wikwemikong Chief of Police

- 5. (a) The Wikwemikong Tribal Police Service Board shall designate a Chief of Police, and other appropriate supervisors from within the Wikwemikong Tribal Police Service, to manage the day to day operations of the said police service in an efficient and effective manner.
- (b) Unless and until the Parties agree otherwise in writing, the Wikwemikong Chief of Police shall be an individual seconded from the Ontario Provincial Police in accordance with secondment terms agreed to by Wikwemikong and Ontario. The terms of the employment agreement between Wikwemikong and any such seconded individual shall be as agreed by Wikwemikong, the OPP Commissioner and the said individual, provided that those terms shall not be inconsistent with this Agreement, the Ontario First Nations Policing Agreement or the Ontario Police Services Act.
- (c) Under the general direction of the Wikwemikong Tribal Police Service Board, the Wikwemikong Chief of Police shall be responsible to develop, direct and manage all aspects of the administrative and operational activities of the Wikwemikong Tribal Police Service, ensuring that the police service performs the functions assigned to it under this Agreement.

## **Policing Standards**

6. (a) The Wikwemikong Tribal Police Service Board shall, within one year of the date of this Agreement, forthwith develop a Wikwemikong Tribal Police Service Standing Orders Manual including, but not limited to, a code of conduct, code of discipline, and a public complaints procedure. Wikwemikong Constables shall, as a condition of employment, undertake an ongoing obligation to comply with the Standing Orders Manual.
- (b) The principles reflected in the Standing Orders Manual shall not be inconsistent with the principles set out in the Police Services Act of Ontario.

## **Liability Insurance**

7. (a) Wikwemikong shall, as part of its operational expenses and without limiting the obligations contained in this Agreement, insure the operations of the Wikwemikong Tribal Police Service and the Wikwemikong Tribal Police Service Board and their members, employees or agents under a contract of comprehensive or commercial general liability, with an insurer licensed in Ontario in an amount of not less than \$10,000,000 (ten million) per occurrence insuring against bodily injury, personal injury, and property damage including loss of use thereof. Such insurance shall include a blanket contractual liability. Canada and Ontario shall each be named as a co-insured on such policy.
- (b) Proof of all required insurance in a form acceptable to Canada and Ontario shall be promptly provided to Canada and Ontario upon request.

## **Facilities and Equipment**

8. (a) The Wikwemikong Tribal Police Service Board shall ensure that appropriate

facilities and equipment are supplied to the Wikwemikong Tribal Police Service to a maximum cost in each fiscal year as shown in Schedule "B". Standards for such facilities and equipment shall be established to a level at least consistent with those utilized by the Ontario Provincial Police.

- (b) All items of uniform, office supplies, communications and transport equipment, and miscellaneous items allocated to Wikwemikong under the Ontario First Nations Policing Agreement in use at the date of this Agreement shall become the property of Wikwemikong.
- (c) Any and all additional like items purchased for the use of the Wikwemikong Tribal Police Service after the date of this Agreement shall become the property of Wikwemikong.
- (d) The property referred to in Paragraphs 8 (b) and (c) shall be used solely for policing purposes by the Wikwemikong Tribal Police Service or any successor police service thereto that may be agreed to by the Parties.

### Territorial Matters

- 9. (a) The Wikwemikong Tribal Police Service shall have primary police responsibility over the Wikwemikong Territories. Patrol access to these territories will be by both land and water.
- (b) The Parties further agree that variations to this Agreement may be negotiated from time to time with respect to facilities, equipment, resources and territorial matters if and when agreements between Wikwemikong and Canada and Ontario result in expansion to the Wikwemikong land base or band government powers.
- (c) The Wikwemikong Tribal Police Service Board and the Ontario Provincial Police

shall consult on an ongoing basis to develop appropriate and mutually acceptable guidelines to deal with law enforcement issues in a cooperative manner, in accordance with the terms of sections 27, 28, 29 and 30 of the Ontario First Nations Policing Agreement.

**Term of this Agreement; Renegotiation of this Agreement Prior to Expiry**

10. (a) This Agreement shall commence on the date that it has been signed by all parties. This Agreement shall terminate on March 31, 1996, unless it is renewed or extended pursuant to Paragraph 10 (b).
- (b) The Parties agree to negotiate in good faith the terms of a new policing agreement commencing no later than April 1, 1995, and to use their best efforts to complete those negotiations by October 1, 1995. Notwithstanding anything else in this Agreement, if negotiations are continuing in good faith but no new police service agreement will be in effect by March 31, 1996, unless otherwise agreed by the Parties the terms of this Agreement shall continue in effect thereafter until a new agreement comes into effect or until September 30, 1996, whichever occurs first.

**Transition Arrangements**

11. (a) During the term of this Agreement, the Wikwemikong Tribal Police Service Board will increasingly take responsibility for the provision of police services on the Wikwemikong Territories, in accordance with the terms of this Agreement.
- (b) During the term of this Agreement, a three member transition committee comprising one member appointed by each of Wikwemikong, Canada and Ontario shall meet as requested by any member of the transition committee to ensure that the statement of purpose referred to in Section 2 is being achieved and to cooperate in ensuring as smooth a transition of policing responsibility as is



practicable. During this period, Canada and Ontario shall provide all reasonable technical and administrative support deemed appropriate by the transition committee to attain the objectives set out in this Agreement.

- (c) Wikwemikong shall obtain an independent overall evaluation of the operations of the Wikwemikong Tribal Police Service pursuant to this Agreement, by no later than March 31, 1995. Wikwemikong shall consult with the representatives of Canada and Ontario on the transition committee referred to in Paragraph (b) above regarding the proposed terms of reference of such evaluations prior to commissioning the evaluation.
- (d) On the date of commencement of this Agreement the existing seniority and accrued benefits of the First Nations Constables stationed at Wikwemikong shall be carried over with them to the Wikwemikong Tribal Police Service, and in the event of termination of this Agreement shall be carried over into any other First Nations policing option in Ontario agreed to by the Parties.

### **Financial Arrangements**

- 12. (a) The maximum costs of the operations of the Wikwemikong Tribal Police Service, as estimated by the Parties, are set out in Schedule "B". Payments made by Ontario to Wikwemikong, and by Canada to Ontario, will be based on the actual costs of the activities under this Agreement, but will not exceed the amounts set out in Schedule "B", unless so agreed by the Parties in accordance with Paragraph 12 (h). Such payments shall be cost-shared on a 52 per cent (Canada), 48 per cent (Ontario) basis.
- (b) In managing the budget set out in Schedule "B", Wikwemikong shall be entitled to transfer surpluses from one expense category for the Wikwemikong Tribal Police Service to another expense category for the service, provided that no such

transfers shall exceed twenty five percent of the amount set out in Schedule "B" for the category from which funds are being transferred. For the purposes of this Paragraph, "expense category" shall include all expense categories shown on Schedule "B" except "Commission" and "Evaluation" expenses.

- (c) Upon the signing of this Agreement, Wikwemikong shall administer the Wikwemikong Tribal Police Service budget, except salary and benefit expenses, which shall continue to be administered by Ontario .
- (d) Upon the signing of this Agreement Ontario shall deliver to Wikwemikong the amount set out in Schedule "B" for 1993-94 (excepting the amounts shown for salaries and benefits). Thereafter, Ontario shall pay Wikwemikong the annual amounts set out in Schedule "B" (excepting the amounts shown for salaries and benefits) during the first week of the first quarter of each fiscal year.
- (e) Canada shall, during the term of this Agreement, pay Ontario Canada's share of the annual amounts set out in Schedule "B". Such payments shall be made on a monthly basis throughout the term of this Agreement.
- (f)
  - (i) Not more than thirty days following the end of each quarter, Wikwemikong shall provide a report, in a form to be agreed by the Parties, to Canada and Ontario which includes an accounting of the expenditures made in that quarter pursuant to this Agreement.
  - (ii) Not more than ninety days following the end of each fiscal year Wikwemikong shall provide to Canada and Ontario an annual financial statement for the Wikwemikong Tribal Police Service and Board prepared in accordance with generally accepted accounting principles.
- (g) Where, in any year, the actual costs of the activities under this Agreement are lower than the costs set out in Schedule "B", resulting in an overpayment to Wikwemikong,



- (i) the payment made by Ontario to Wikwemikong in the fiscal year following the year in which the overpayment was made shall be reduced by an amount equivalent to the overpayment, provided that if there is such an overpayment for the fiscal year 1995-96 Wikwemikong shall refund to Ontario the amount of such overpayment by no later than August 1, 1996; and
  - (ii) the payment made by Canada to Ontario in the fiscal year following the year in which the overpayment was made shall be reduced by an amount equivalent to 52% of the overpayment, provided that if there is such an overpayment for the fiscal year 1995-96 Ontario shall refund to Canada an amount equal to 52 per cent of the overpayment by no later than August 1, 1996.
- (h) If circumstances unforeseen on the date of this Agreement substantially raise the costs of operating the Wikwemikong Tribal Police Service for any period during the term of this Agreement, Wikwemikong shall forthwith give notice of the nature and estimated effect of such circumstances on the financial requirements of Wikwemikong and the Parties shall meet as soon as possible thereafter to consider whether supplemental funding is required. Any agreement of the Parties that supplemental funding is required shall be stated in writing.
- (i) Independent auditors may be appointed by Canada or Ontario, at their expense, to review the financial records maintained by Wikwemikong to ensure that funds are being managed in accordance with the provisions of this Agreement and that generally accepted accounting principles and practices have been consistently applied in the maintenance of financial records.
- (j) Canada and Ontario, as the case may be, shall provide to the other Parties any reports made by independent auditors appointed under Paragraph (i) above.

### **Dispute Resolution**

13. Disagreements regarding the interpretation or implementation of this Agreement shall be referred by the Parties forthwith to the transition committee described in Paragraph 11 (b). Every effort shall be made by the Parties to resolve the matter informally and expeditiously through that committee. If the Parties fail to reach agreement within ninety (90) days notwithstanding such efforts, the matter may be referred by any Party to the Indian Commission of Ontario which shall be entitled to exercise the means at its disposal and within its mandate for the purpose of resolving the issue or issues in dispute within one hundred and twenty (120) days.

### **Termination and Other Legal Rights**

14. Upon default by any of the Parties under any terms of this Agreement, or in the event of a breach, disagreement or other situation preventing the application of one or more of the terms of this Agreement, each Party shall be entitled to invoke all rights and remedies provided by law including, where available at law, the right to terminate this Agreement.

### **Amendment**

15. Except for Schedule "A" which may be amended in accordance with Paragraph 3(d), this Agreement shall be amended only through written agreement of all the Parties.

### **Notices**

16. (a) Any notice or other document required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, by facsimile transmission or by mail (stamped or prepaid) to:

(i) Wikwemikong:  
Wikwemikong Unceded Indian Reserve  
Wikwemikong Band Administration Complex  
Wikwemikong, Ontario  
P0P 2J0

FAX: (705) 859-3851 (Attn Chief)

(ii) Canada:  
Aboriginal Policing Directorate  
Solicitor General of Canada  
340 Laurier St.  
11th Floor  
Ottawa, Ontario  
K1A 0P8

FAX: (613) 991-0961 (Attn Ontario Regional Representative)

(iii) Ontario:  
Ministry of the Solicitor General and Correctional Services  
175 Bloor St. E.  
4th Floor  
Toronto, Ontario

FAX: (416) 314-3374 (Attn Special Advisor, First Nations Policing)

- (b) Any notice or document aforesaid which is personally delivered or sent by facsimile transmission shall be deemed to have been received at the time of delivery or transmission if confirmation of receipt of the transmission is requested of and given by the recipient.
- (c) Any notice or document sent by mail shall be deemed to have been received on the seventh business day after the date of mailing if sent by registered mail, Priority Post or courier.
- (d) In the event of disruption or threatened disruption of regular mail services all such notices, requests, demands or other documents shall be deemed to have been duly given only if personally delivered or sent by facsimile transmission.

- (e) Each Party may designate in writing to the other Parties a change of address at any time.

### **Ratification**

17. Each Party hereby covenants that it has obtained all ratification and approvals necessary in order to make this Agreement binding upon itself, provided that in respect of Canada and Ontario all payments hereunder are subject to the appropriation of funds by the Parliament of Canada and the Legislature of Ontario.

### **Relationship to the Ontario First Nations Policing Agreement**

18. This Agreement is made pursuant to the Ontario First Nations Policing Agreement. Except to the extent that this Agreement expressly makes arrangements otherwise, all of the provisions of the Ontario First Nations Policing Agreement apply to this Agreement.

### **Interpretation**

19. Nothing in this Agreement shall be so construed as to prejudice or derogate from any aboriginal, treaty, constitutional or any other rights, privileges or freedoms which have accrued or may accrue to Wikwemikong or to any other First Nation or their members, regardless of whether such rights, privileges and freedoms are recognized, established or defined before or after the execution of this Agreement.
20. Nothing in this Agreement shall be construed so as to preclude the OPP Commissioner from discharging all of his or her duties under the Police Services Act of Ontario or under applicable statutory or common law.
21. Nothing in this Agreement shall be construed as conferring upon the Wikwemikong Tribal Police Service or its officers, employees, agents or contractors, the status of officer,

employee, servant or agent of Canada.

22. The Schedules attached hereto are an integral part of this Agreement and, for greater certainty, unless otherwise indicated herein, the terms of those Schedules form part of this Agreement and are binding upon the Parties.

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18



**Schedule "A"**

**Wikwemikong Tribal Police Service  
Board Charter**

## Wikwemikong Tribal Police Service Board Charter

### Mission Statement

The people of Wikwemikong firmly believe that the Creator gave us the right and responsibility to govern ourselves and our relationship with all of creation. The Mission of the Wikwemikong Tribal Police Service Board is to provide a community based service that is sensitive to the needs and culture of the people of Wikwemikong.

To achieve this Mission, the Board, in partnership with the people of Wikwemikong, will provide service that:

- promotes public peace, well being and security;
- promotes the prevention and detection of crime;
- provides appropriate enforcement of the laws;
- is committed to the concepts and philosophies of community-based policing.

### 1. Board Name

- 1.1 The governing body of the Wikwemikong Tribal Police Service shall be known as the Wikwemikong Tribal Police Service Board.

### 2. Composition

- 2.1 The Wikwemikong Tribal Police Service Board shall be comprised of seven Wikwemikong Band Members, six of whom will not hold office as Band Councillors, the seventh to be appointed by the Band Council from among its members;
- 2.2 The Wikwemikong Chief of Police will serve the Board as a non-voting resource person;

### 3. Appointments

- 3.1 Board members shall be appointed by Chief and Council;
- 3.2 To be appointed as a Board Member, a person must be eligible to vote at Band elections;
- 3.3 A person may neither serve nor be appointed to the Board if that person has; an unpardonable criminal record; a criminal process currently underway; solicited or received any favour, gift or any other consideration from any other party by virtue of membership or anticipated membership on the Board; or contravened any other Band policy on committee membership.

3.4 A member shall be dismissed from the Board by a major vote of the members and ratified by the Chief and Council for;

3.4.1. breach of the Board's oath of confidentiality;

3.4.2. conviction for any offence under the Criminal Code of Canada;

3.4.3. conflict of interest with the Board;

3.4.4. conduct that may bring discredit, as defined by the Board's Code of Conduct, upon the Board; or

3.4.5. disclosure of any condition as outlined in section 3.3 previous.

3.5 The Chief and Council shall not dissolve the Board or remove any member arbitrarily, but shall have the right to remove and replace any member or members of the Board when it becomes apparent that the Board or any member of the Board has ceased to carry out the responsibilities as described in this Charter.

#### 4. Vacancies

4.1 Should a position on the Board become vacant, the Board shall immediately notify the Chief and Council. The Chief and Council, in consultation with the Board, shall appoint a replacement.

#### 5. Terms of Office

5.1 Board members shall initially serve a term of office of three years. Their terms of office shall be subsequently staggered to ensure that at least 50% of the Board remains constant, to provide continuity on the Board.

#### 6. Responsibilities of the Board

6.1 The Board is responsible for the provision of police services and for law enforcement and crime prevention in Wikwemikong and shall:

6.1.1. Propose individuals for service as Wikwemikong Constables;

6.1.2. Designate a Chief of Police;

6.1.3. Generally determine, after consultation with the Chief of Police, objectives and priorities with respect to the Wikwemikong Tribal Police Service;

- 6.1.4. Establish Wikwemikong Tribal Police Service Standing Orders, to encompass policies, procedures, rules and guidelines for the effective management and operation of the Wikwemikong Tribal Police Service;
- 6.1.5. Provide general direction to the Chief of Police with respect to policy;
- 6.1.6. Monitor and evaluate the performance of the Chief of Police;
- 6.1.7. Ensure adherence to the Band employment guidelines, as they apply to the Wikwemikong Tribal Police Service;
- 6.1.8. Receive regular reports from the Chief of Police on disclosure and decisions made in regard to any secondary activities by members of the Wikwemikong Tribal Police Service as described in the Standing Orders Manual;
- 6.1.9. Establish guidelines with respect to the indemnification of members of the Wikwemikong Tribal Police Service for legal costs under the following conditions;
  - 6.1.9.1. the Board may, in accordance with the guidelines established under subsections 6.1.9., indemnify a member of the Wikwemikong Tribal Police Service for reasonable costs incurred in:
    - the defense of a civil action if the member is found to be not liable.
    - the defense of a criminal prosecution, if the member is found not guilty;
    - respect of any other proceedings in which the member's manner of execution of the duties of his or her employment was an issue, if the member is found to have acted in good faith.
- 6.1.10 develop guidelines for the administration by the Chief of Police of procedures to be followed in cases of breach of the Code of Discipline or the Public Complaints Procedures as established by the Board;

6.1.11 provide for the impartial and independent review of the decisions of the Chief of Police concerning the Code of Discipline, the Public Complaints Procedures and other matters related to discipline and dismissal.

6.1.12 ensure the provision of police, civil support staff, equipment and facilities necessary to police the community in an effective and culturally sensitive manner.

7. Restrictions on the Board

7.1 the Board may issue orders and directions to the Chief of Police but not to other members of the Wikwemikong Tribal Police Service and no individual member of the Board shall give orders or direction to any member of Wikwemikong Tribal Police Service.

7.2 the Board shall not direct the Chief of Police with respect to specific operational decisions or with respect to the day-to-day operation of the Wikwemikong Tribal Police Service.

8. Oath of Office

8.1 Before entering on the duties of office, a member of the Board shall take an Oath of Office and Confidentiality in the prescribed form.

9. Election of Chair

9.1 The members of the Board shall elect a chair at the Board's first meeting each year.

10. Meetings

10.1 the Board shall hold at least six regular meetings each year at a place and at a time to be established by the Board;

10.2 special meetings may be called by the chair on matters of exceptional urgency or importance;

10.3 a quorum for a meeting of the Board shall consist of five members of the Board. Where the regular chair is not present, the members present may appoint a temporary chair from among themselves;

10.4 minutes of the meetings shall be recorded;



10.5 a member who is absent from three consecutive, regularly called meetings without just cause or excuse, shall have his or her seat declared vacant and Chief and Council shall be called upon to appoint a replacement.

11. Training of Board Members

11.1 the Board shall ensure that its members undergo any training that the Board deems appropriate;

12. Remuneration

12.1 Board members shall be paid remuneration for their service at the rate provided in Schedule "B".

13. Board's Liabilities

13.1 the Board is liable in respect of torts committed by members of the Wikwemikong Tribal Police Service in the course of their employment;

13.2 the Board shall be liable for all and any claims arising against a member of the Board for any act done in good faith in the execution or intended execution of his or her duty, or for any alleged neglect or default in the execution in good faith of that duty.

14. Band Responsible for Board's Liabilities

14.1 Wikwemikong is responsible for the liabilities incurred under sub-sections 6.1.9.1, 13.1 and 13.2.

14.2 Wikwemikong shall indemnify and hold harmless the Board and its members from and against any liability or claims incurred by the Board or its members in the execution or intended execution in good faith of their duties.

15. Board Contract, Sue/Be Sued

15.1 The Board may contract, sue, or be sued in its own name.

16. Members Not Liable For Board's Contracts

16.1 Members of the Board are not personally liable for the Board's contracts.

17. Estimates

17.1 Each year, the Board shall submit its estimate of operating costs for the upcoming fiscal year to the Band Council. The estimates shall encompass:



- 17.1.1. the amounts required to maintain the Wikwemikong Tribal Police Service and provide it with equipment and facilities;
- 17.1.2. the amounts required to pay the operating costs of the Board.

Schedule "B"

Wikwemikong Tribal Police Service  
Financial Estimates

| <u>WIKWEMIKONG POLICE SERVICES</u>              | <u>1993-1994</u> | <u>NOV 1/93</u>    | <u>1994-1995</u> | <u>1995-1996</u> |
|---|------------------|--------------------|------------------|------------------|
|   |                  | <u>MARCH 31/94</u> |                  |                  |
| TOTAL ANNUAL SALARIES CONSTA                    | 411,111          |                    | 513,692          | 539,827          |
| ADD VACATION PAY OPTION                         | 4,000            |                    | 4,000            | 4,000            |
| TOTAL SALARIES CONSTABLES                       | 415,111          |                    | 517,692          | 543,827          |
| BENEFITS @ 18%                                  | 74,720           |                    | 93,185           | 97,889           |
| TOTAL SALARIES AND BENEFITS CONSTABLES          | 489,831          |                    | 610,877          | 641,716          |
| OVERTIME, STAT, HOLIDAY PAY                     |                  |                    |                  |                  |
| OVERTIME @7%                                    | 34,288           |                    | 42,761           | 44,920           |
| STAT HOLIDAYS @ 3.25%                           | 15,920           |                    | 19,853           | 20,856           |
| SHIFT PREMIUM @ \$300/CONST                     | 3,000            |                    | 3,000            | 3,000            |
| TOTAL OVERTIME, STAT, HOLIDAY PAY               | 53,208           |                    | 65,615           | 68,776           |
| <b>CIVILIAN SUPPORT</b>                         |                  |                    |                  |                  |
| GUARDS (AV 35 HRS/WK)                           | 27,300           |                    | 27,300           | 27,300           |
| FULL-TIME SECRETARY                             | 32,026           |                    | 32,026           | 32,026           |
| 1/2 TIME SECRETARY                              | 16,013           |                    | 16,013           | 16,013           |
| BENEFITS @ 8%                                   | 6,027            |                    | 6,027            | 6,027            |
| TOTAL SALARIES AND BENEFITS CIVILIAN SUPPORT    | 81,366           |                    | 81,366           | 81,366           |
| <b><u>TOTAL OFFICERS AND CIVILIAN COSTS</u></b> | <u>624,405</u>   | <u>260,169</u>     | <u>757,857</u>   | <u>791,858</u>   |

O & M (NON-SALARY ITEMS)      1993-94    NOV 93/MA    1994-95    1995-96

**TRANSPORTATION AND COMMUNI      NOTE "B"**

|                                |               |              |               |               |
|--------------------------------|---------------|--------------|---------------|---------------|
| TELEPHONE                      | 4,560         | 1,900        | 4,560         | 5,000         |
| TRAVEL, ACCOMMODATION, MEALS   | 4,500         | 1,875        | 4,500         | 5,000         |
| OTHER                          | 1,500         | 630          | 1,500         | 2,000         |
| <u>TOTAL TRANSP &amp; COMM</u> | <u>10,560</u> | <u>4,405</u> | <u>10,560</u> | <u>12,000</u> |

**SERVICES      NOTE "C"**

|   |  |               |               |               |
|---|--|---------------|---------------|---------------|
| RENT (2736 SQ FT X \$14.00)             | 38,304                                     | 15,960        | 38,304        | 38,304        |
| INSURANCE - VEHICLES, BOAT, SNOWMOBILES | SEE INSURANCE COVERAGE - COMMISSION BUDGET |               |               |               |
| REPAIRS AND MAINTENANCE                 | 19,200                                     | 8,000         | 22,000        | 19,200        |
| OTHER                                   | 1,000                                      | 3,500         | 6,500         | 6,500         |
| <u>TOTAL SERVICES</u>                   | <u>58,504</u>                              | <u>27,460</u> | <u>66,804</u> | <u>64,004</u> |

**SUPPLIES AND EQUIPMENT      NOTE "D"**

|  |               |               |               |               |
|--|---------------|---------------|---------------|---------------|
| MOTOR VEHICLES                               | 93/94         | NOV/93        | 94/95         | 95/96         |
| VEHICLE COMMUNICATIONS EQUIPMENT             | 0             | 0             | 0             | 60,000        |
| TIRES/TUBES                                  | 0             | 1,500         | 1,500         | 3,000         |
| GAS, OIL                                     | 1,100         | 972           | 2,100         | 2,500         |
| UNIFORMS                                     | 11,400        | 4,750         | 11,400        | 11,400        |
| CPIC/OMPPAC ANNUAL COOP FEE '650 X 13 STAFF) | 8,800         | 3,667         | 9,672         | 11,000        |
| OTHER  | 0             | 0             | 8,450         | 8,450         |
|  | 1,500         | 625           | 1,500         | 1,500         |
| <u>TOTAL SUPPLIES AND EQUIPMENT</u>          | <u>22,800</u> | <u>11,514</u> | <u>34,622</u> | <u>97,850</u> |

**TRAINING      NOTE "E"**

|                                  |                |               |                |                |
|----------------------------------|----------------|---------------|----------------|----------------|
|                                  | 5,000          | 0             | 5,000          | 5,000          |
| TOTAL NON-SALARIED ITEMS         | 96,864         | 43,379        | 116,986        | 178,854        |
| ADD ADMINISTRATION & AUDIT COSTS | 11,624         | 5,000         | 15,000         | 15,000         |
| <u>TOTAL O&amp;M</u>             | <u>108,488</u> | <u>48,379</u> | <u>131,986</u> | <u>193,854</u> |

**O & M BUDGET SUMMARY**

**TOTAL NON-SALARY ITEMS**

**TOTAL SALARIES & BENEFITS**

**OVERALL ANNUAL BUDGET**

**108,488**

**131,986**

**193,854**

**624,405**

**757,857**

**791,858**

**732,893**

**889,843**

**985,712**

**48,379**

**260,169**

**308,548**

**COMMISSION OPERATING EXPENSES**

SEVEN PERSON COMMISSION  
CHAIRPERSON PLUS SIX MEMBERS  
SCHEDULE - 1 MEETING PER MONTH  
PLUS SPECIAL MEETINGS  
HONORARIUM \$50 PER MEMBER PER MEETING  
GENERAL INSURANCE COVERAGE, BOARD, STAFF  
CANADA AND ONTARIO CO-INSURED  
COMMISSION TRAINING  
ANNUAL MEMBERSHIP  
ONTARIO ASSOC. OF POLICE SERVICE BOARDS  
BOARD TRAVEL (no local travel)  
TORONTO, SUDBURY, SPECIAL  
LEGAL SUPPORT  
2 CONSULTATIONS @ \$800 = \$1,600

|  | NOV/MAR<br>1993/94 | 1994/95       | 1995/96       |
|--|--------------------|---------------|---------------|
|  | 2,000              | 5,000         | 5,000         |
|  | 5,000              | 12,000        | 12,000        |
|  | 1,000              | 2,500         | 2,500         |
|  |                    | 1,000         | 1,000         |
|  | 3,750              | 6,000         | 6,000         |
|  | 1,600              | 800           | 800           |
|  | <u>13,350</u>      | <u>27,300</u> | <u>27,300</u> |

**TOTAL COMMISSION OPERATING EXPENSES****EVALUATION****10,000**



**STARTUP EQUIPMENT**

1993-94

1993/1994

SHREDDER

800

FAX

1,200

REPLACEMENT FURNISHINGS

5,000

STATIONERY

1,000

OMPPAC/CPIC INSTALLATION

12,000

4 WORKSTATIONS @\$3000 EA

16,510

STARTUP @ 13 STAFF \$ 1278

7,000

GATEWAY/FILE SERVER

**STARTUP EQUIPMENT COSTS****43,510**

NOTE "A" SALARIES FLATLINED

NOTE "B" TRANSPORTATION AND COMMUNICATION

COVERS PRISONER EXPENSES, MISCELLANEOUS TRAVEL, POSTAGE, EXPRESS AND FREIGHT

NOTE "C" SERVICES

COVERS ADVERTISING, LEGAL SERVICES, MEMBERSHIP FEES, LAUNDRY, CLEANING,

MISC. RENTALS, STAFF DEVELOPMENT, CASUAL LABOUR, VEHICLE LICENSES AND INSPECTIONS

NOTE "D" - SUPPLIES AND EQUIPMENT

COVERS YARD EQUIPMENT, OFFICE EQUIPMENT, MECHANIC'S TOOLS, BOOKS

SUBSCRIPTIONS, WEAPONS AND AMMUNITION, PHOTO AND I.D. EQUIPMENT

NOTE "E" TRAINING

COVERS COSTS OF TRAINING OF RECRUITS FOR OPP ORIENTATION PROGRAM

AND AT ONTARIO POLICE COLLEGE

## **SECTION 6**



*Nishnawbe-Aski  
Police Services  
Agreement*





*Nishnawbe-Aski  
Police Services  
Agreement*

INDIAN COMMISSION of ONTARIO



Canada

Ontario



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BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
as represented by the Solicitor General of  
Canada, (hereinafter referred to as CANADA)

of the First Part

- and -

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF ONTARIO  
as represented by the Solicitor General and  
Minister of Correctional Services and the  
Minister Responsible for Native Affairs,  
(hereinafter referred to as ONTARIO)

of the Second Part

- and -

NISHNAWBE-ASKI NATION  
as represented herein by the Grand Chief,  
(hereinafter referred to as NAN)

of the Third Part

WHEREAS Canada, Ontario and NAN have signed a Memorandum of Understanding dated February 24, 1986, to enter into negotiations for the purpose of recognizing NAN self government within the context of Canadian Confederation; and,

WHEREAS the Parties have reaffirmed their commitment to these negotiations in an Addendum to the Memorandum of Understanding signed on December 1, 1989; and,

WHEREAS the Parties have entered into a Memorandum of Intent, dated June 21, 1990, expressing their intention to enter into arrangements for the people of Nishnawbe-Aski to assume responsibility for their policing services; and,

WHEREAS the Parties have, along with other Parties, entered into the Ontario First Nation Policing Agreement, dated March 30, 1992, without prejudice to the negotiations under the Nishnawbe-Aski Memorandum of Understanding; and,

WHEREAS the Parties recognize that when acting together there exists full federal, provincial and First Nations authority, responsibility and jurisdiction to make this Agreement; and,

WHEREAS the Parties hereto wish to ensure that effective, efficient, and culturally appropriate Police Services exist for the people of the Nishnawbe-Aski area.

The Parties agree as follows:

## 1. DEFINITIONS

In this Agreement,

- a) "Board" means the Nishnawbe-Aski Police Services Board established under section 4 of this Agreement, and incorporated pursuant to the laws of the Province of Ontario;
- b) "Divisions A, B & C" mean the operating divisions of the Police Service which provide policing services to the First Nations as indicated on the map attached as Schedule "A" and as set out in Schedule "B";
- c) "First Nation" means an Indian Band on a reserve or an Indian community on Crown lands, which is a recognized member of NAN as listed in Schedule "B" of this Agreement;
- d) "First Nations Constable" means a First Nations Constable appointed pursuant to the **Police Services Act** of Ontario;
- e) "Fiscal year" means the period commencing April 1 of every year, and ending on March 31, of the following year;
- f) "Nishnawbe-Aski area" means generally that part of the Province of Ontario covered by Treaties No.9 and No.5 as shown on a map attached as Schedule "A" to this Agreement;
- g) "Nishnawbe-Aski Officer" means a member of the Police Service who exercises the powers of a police officer;
- h) "Nishnawbe-Aski Nation (NAN)" means the organization consisting of the Chiefs of the First Nations in the Nishnawbe-Aski area, and includes the Chiefs who are members of the: Independent First Nations Alliance, Keewaytinook Okimakanak/Northern Chiefs Council, Matawa First Nations, Mushkegowuk Council, Shibogama First Nations Council, Wabun Tribal Council, Windigo First Nations Council, and unaffiliated First Nations. The member First Nations are listed in Schedule "B";



- i) "Operational Transfer Committee" means the committee established under section 13.3 to oversee the transfer of policing services in Division A;
- j) "O.P.P." means the Ontario Provincial Police;
- k) "Police Service" means the Nishnawbe-Aski Police Service established under section 3 of this Agreement and is comprised of the Board Nishnawbe-Aski Officers and support staff;
- l) "Protocol" means an agreement between the Nishnawbe-Aski Police Service and the O.P.P. referred to in section 21 and attached as Schedule "C";
- m) "Review Board" means the NAN Citizens Review Board established under section 9 of this Agreement; and,
- n) "Transition Committee" means the committee established under section 25 to oversee the implementation of this Agreement.

## **2. GOALS**

- 2.1 The primary goal of this Agreement is the establishment of a Police Service which will provide effective, efficient, and culturally appropriate policing to the people in the Nishnawbe-Aski area.
- 2.2 The Police Service will promote harmonious, healthy communities by keeping the peace, and protecting persons and property through crime prevention, community education, and law enforcement.
- 2.3 The Police Service will provide a level and standard of police service of the same or higher quality as that existing elsewhere in Ontario.
- 2.4 The Police Service will be representative of the community to be served.

## **3. NISHNAWBE-ASKI POLICE SERVICE**

- 3.1 The Nishnawbe-Aski Police Service ("the Police Service") is hereby established to provide policing services throughout the Nishnawbe-Aski area.
- 3.2 The Police Service shall have a general police headquarters staffed in accordance with Schedule "D".
- 3.3 The Police Service will be implemented in phases. Phase I shall commence in accordance with section 27.1, and shall be completed within the term of this Agreement.

**3.4 Phase I shall include the following:**

- a) the transfer of policing responsibilities in Division A, from the O.P.P. to the Police Service, effective April 1, 1994;
- b) the allocation of 14 First Nation Constables in Divisions B and C in accordance with section 14 and Schedule "J" of this Agreement;
- c) an evaluation of the Police Service which shall be performed in the first quarter of the third year of this Agreement;
- d) planning for the transfer of police services in Divisions B and C;
- e) discussions among the Parties with respect to Phase II of the implementation; and,
- f) discussions amongst the Parties with respect to a legislative basis for the Police Service.

**3.5 Phase II negotiations shall include the following:**

- a) transfer of policing responsibilities in Divisions B and C from the O.P.P. to the Police Service;
- b) transfer of all of the existing First Nation Constables complement positions in Divisions B and C to the Police Service;
- c) transfer of existing offices, cells, and officer accommodations, utilized for the provision of policing services in the Nishnawbe-Aski area to the Board at no cost;
- d) transfer of equipment belonging to the O.P.P. and utilized in Divisions B and C to the Board at no cost;
- e) allocation of Nishnawbe-Aski Officers and support staff to the Police Service;
- f) establishment of Divisional Headquarters for Divisions B and C;
- g) provision of capital and operating expenses to the Police Service by Canada and Ontario; and
- h) establishment of Operational Transfer Committees in Divisions B and C to oversee the transfer of policing responsibilities to the Police Service.



#### 4. NISHNAWBE-ASKI POLICE SERVICES BOARD

- 4.1 The Nishnawbe-Aski Police Services Board ("the Board") is hereby established. It shall be the responsibility of the Board to govern the Police Service, and to provide planning, direction, and policy for it.
- 4.2 The Board shall consist of ten directors who shall be appointed as follows:
- a) Nine directors appointed by NAN, one from each of Independent First Nations Alliance, Keewaytinook Okimakanak/Northern Chiefs Council, Matawa First Nations, Mushkegowuk Council, Shibogama First Nations Council, Wabun Tribal Council, Windigo First Nations Council, one from the unaffiliated First Nations in the Nishnawbe-Aski area and one director appointed in accordance with the by-laws; and,
  - b) One director appointed by Ontario, in consultation with NAN.
- 4.3 In addition to the directors appointed pursuant to section 4.2, Canada may, in consultation with NAN, appoint one non-voting director.
- 4.4 The Chiefs of NAN shall adopt procedures and by-laws for the Board which will provide that:
- a) No more than two of the directors appointed by the Chiefs of NAN will hold elected political office, such as Chief, councillor, or Chiefs' Council Chairperson, or federal, provincial or municipal office;
  - b) At least two thirds of the directors appointed by the Chiefs of NAN will reside in the Nishnawbe-Aski area;
  - c) All directors shall be 18 years of age or older;
  - d) No director shall be concurrently employed as a police officer or First Nations Constable;
  - e) No director shall serve as such for more than two consecutive three year terms; and,
  - f) Directors may only be removed during their term with just cause and in accordance with established procedures.
- 4.5 The Board shall have the following responsibilities:
- a) oversee and provide direction for the transfer of services from the O.P.P. to the Police Service;
  - b) govern the Police Service in Division A;

- c) monitor the provision of Police Services to the First Nations in Divisions B and C;
  - d) prepare for Phase II, the transfer of police services in Division B and C to the Police Service;
  - e) approve objectives, priorities, and budget for police services;
  - f) develop policies for the management of the Police Service;
  - g) employ Nishnawbe-Aski Officers and support staff;
  - h) appoint Nishnawbe-Aski Officers;
  - i) establish the guidelines for and administer the public complaints and police discipline systems; and,
  - j) ensure that all Nishnawbe-Aski Officers have authority to enforce laws in force on First Nation Territory, and federal and provincial laws in accordance with the Protocol, referred to in section 21, the guidelines and directions of the Police Service.
- 4.6 Neither the Board, nor any director, shall interfere in individual cases in the investigative or prosecutorial process, or direct the Police Service with respect to specific operational decisions.
- 4.7 The Board shall annually report to the Chiefs of NAN on the operations of the Police Service and shall annually present an audit of the operations of the Police Service to the Chiefs of NAN.
- 4.8 The operating costs of the Board as set forth in Schedule "E" shall be provided in accordance with sections 22 and 23.

## **5. DIRECTOR OF POLICING**

- 5.1 The duties of the Director of Policing include:
- a) managing the Police Service and overseeing its operation in accordance with the objectives, priorities and policies established by the Board;
  - b) ensuring that members of the Police Service carry out their duties in a manner that reflects the needs of the communities;
  - c) ensuring that the Police Service is appropriate to the culture and traditions of the communities;

- d) ensuring that the Police Service provides community-based preventative Police Services;
- e) recruiting suitable candidates for the Police Service;
- f) acting as a liaison with the O.P.P. with respect to the provision of policing services in Divisions B and C;
- g) ensuring that discipline is maintained in the Police Service in accordance with the objectives, priorities and policies established by the Board; and,
- h) ensuring that the public complaints system is administered in accordance with the objectives, priorities and policies established by the Board.

5.2 The Director of Policing reports to the Board and shall obey its lawful orders and directions.

## **6. NISHNAWBE-ASKI OFFICERS**

6.1 The duties of a Nishnawbe-Aski Officer include:

- a) preserving the peace;
- b) preventing crimes and other offences and providing assistance and encouragement to other persons in their prevention;
- c) providing culturally appropriate policing services in accordance with the needs of the community and the policies of the Police Service;
- d) providing community education;
- e) enforcing laws in force on First Nations Territory, and federal and provincial laws in accordance with the Protocol, referred to in section 21, the guidelines, and directions of the Police Service;
- f) performing the lawful duties that the Director of Policing assigns; and,
- g) completing the required training.

## **7. POLICE DISCIPLINE & PUBLIC COMPLAINTS**

7.1 The Board shall, prior to the commencement of operations of the Police Service, develop and implement police discipline and public complaints procedures.

- 7.2 Such procedures shall be consistent with generally recognized principles of natural justice, procedural fairness, and public accountability.

## **8. TRAINING**

- 8.1 Nishnawbe-Aski Officers shall receive police training at the O.P.P. College, and the Ontario Police College until such time as other equivalent training programs are developed and implemented.
- 8.2 Nishnawbe-Aski Officers may receive police training at the Canadian Police College, and such other training as the Board deems appropriate.
- 8.3 All Nishnawbe-Aski Officers will receive a level of training that is at least equivalent to that of other police officers in Ontario.

## **9. NAN CITIZENS REVIEW BOARD**

- 9.1 An independent Board to be named the NAN Citizens Review Board ("the Review Board") is hereby created for the purpose of ensuring police accountability to the public.
- 9.2 The Review Board shall consist of not fewer than three or more than five persons. The members of the Review Board shall be appointed by the Chiefs of NAN, after consultation with Canada and Ontario.
- 9.3 The term of office of members of the Review Board shall be three years.
- 9.4 The Review Board shall:
- a) review the administration or operations, or any aspect of the administration or operations of the Police Service or Board, or any policies, procedures or directions of the Board, upon the request of NAN or a First Nation;
  - b) conduct an investigation into the conduct of a Nishnawbe-Aski Officer including the Director of Policing, or a member of the Board, or the policing needs of a First Nation at the request of NAN or a First Nation;
  - c) conduct an inquiry on any matter relating to crime or law enforcement, at the request of the Chiefs of NAN;
  - d) hear appeals from Nishnawbe-Aski Officers or First Nations from decisions made by the Board or the Police Service in police disciplinary matters; and,



- e) monitor the public complaints system of the Police Service and hear appeals from any member of the public, or any First Nation who is not satisfied with the resolution of their complaint by the Police Service.
- 9.5 The Review Board may impose such sanction or penalty on any Nishnawbe-Aski Officer, as it deems appropriate in the circumstances. Such penalties may include:
- a) censure, warning or counselling;
  - b) forfeiture of wages, vacation or leave, or other benefits;
  - c) suspension of any Nishnawbe-Aski Officer;
  - d) demotion of any Nishnawbe-Aski Officer; and,
  - e) dismissal of any Nishnawbe-Aski Officer.
- 9.6 The Review Board, in consultation with the Chiefs of NAN, may:
- a) suspend one or more members of the Board or the whole Board; or,
  - b) recommend the removal of one or more members of the Board or the whole Board.
- 9.7 The Review Board shall determine its internal operational procedures. Such procedures shall be consistent with generally recognized principles of natural justice, procedural fairness, and public accountability.
- 9.8 The costs of the Review Board as set forth in Schedule "E", shall be provided in accordance with sections 22 and 23.

## **10. JURISDICTION**

- 10.1 During Phase I, the Police Service shall be responsible for all policing services within Division A, in accordance with a Protocol with the O.P.P. which is attached as Schedule "C".
- 10.2 During Phase II, the Police Service shall assume responsibility for all policing services within the Nishnawbe-Aski area as defined in this Agreement.
- 10.3 Unless otherwise agreed by the Parties, and by the Osnaburgh First Nation, the Police Service shall have no responsibility for providing policing services on the Osnaburgh First Nation Territory.

- 10.4 In the southern portion of the Nishnawbe-Aski area indicated on Schedule "A", the jurisdiction of the Police Service shall be defined by agreement of the Parties.

## **11. LEGISLATIVE FRAMEWORK**

- 11.1 It is acknowledged by the Parties that NAN's goal is that the Police Service be recognized and regulated by First Nation law.
- 11.2 The Parties agree to forthwith commence and actively pursue the process of seeking the legislative changes necessary to fully implement this Agreement.
- 11.3 The Parties shall establish a "Legislative Committee" consisting of one representative of each of the Parties. This committee shall meet within 30 days of the signing of this Agreement to begin its work and shall meet quarterly or more often as may be required until the legislative issues are resolved.
- 11.4 The Indian Commission of Ontario shall assist the Parties in the resolution of the legislative issues and shall use all of its powers to ensure that the issues are dealt with in a timely manner by all Parties.
- 11.5 The Indian Commission of Ontario shall prepare and submit a report to the Parties, outlining the progress made in the resolution of the legislative issues, on or before April 1, 1995, and shall convene a meeting of the Parties to discuss the report.
- 11.6 The Parties agree that legislative changes are required to allow the Board to appoint Nishnawbe-Aski Officers with full authority to enforce laws in force on First Nations Territory and federal and provincial laws, and that until such time as legislative changes are obtained, Nishnawbe-Aski Officers will be appointed by the Commissioner of the O.P.P.

## **12. DIVISION A**

- 12.1 The Police Service shall commence operations on April 1, 1994 in Division A.
- 12.2 All existing complement positions for First Nation Constables in Division A shall be transferred to the Police Service as Nishnawbe-Aski Officers by April 1, 1994.
- 12.3 The Board shall offer employment to all First Nations Constables employed in Division A as of March 31, 1994.



- 12.4 First Nations Constables employed in Division A as of March 31, 1994, who become employed by the Police Service may carry over seniority, and accrued credits, (overtime, sick leave, annual leave) from their current positions to the Police Service.
- 12.5 The Parties agree to prepare an inventory of accrued credits of First Nations Constables in Division A as of March 31, 1994 and to attach such inventory as Schedule "F" to this Agreement.
- 12.6 At such time as any Nishnawbe-Aski Officer who was formerly a First Nation Constable in Division A, terminates employment with the Police Service, for any reason, the Police Service shall calculate the accrued credits at the date of the termination and seek reimbursement from Ontario of that portion of the Nishnawbe-Aski Officer's accrued credits which were accrued while that person was a First Nation Constable, prior to March 31, 1994, in accordance with Schedule "F".
- 12.7 Division A Headquarters shall be established within Division A and shall be staffed in accordance with Schedule "D".
- 12.8 Canada and Ontario shall provide interim operational funding for the Police Service for the period commencing October 1, 1993 and ending March 31, 1994 in accordance with the Budget attached as Schedule "G".
- 12.9 Canada and Ontario shall provide operational funding for the Police Service for the period commencing April 1, 1994, in accordance with the Budget attached as Schedule "H".

### **13. OPERATIONAL TRANSFER - DIVISION A**

- 13.1 Two O.P.P. pilots shall be seconded to, and the aircraft currently utilized by the O.P.P. North East Patrol Unit shall be assigned to the Police Service for the term of this Agreement. The secondment of the pilots shall be funded in accordance with Schedule "I".
- 13.2 One O.P.P. Sergeant shall be seconded to the Police Service for a one year term to assist in the transfer of services from the O.P.P. to the Police Service, and shall be funded in accordance with Schedule "I".
- 13.3 An Operational Transfer Committee (Division A) shall be established as soon as practicable after the signing of this Agreement.
- 13.4 The Operational Transfer Committee (Division A) shall consist of:
  - a) For NAN:
    - i) Director of Policing and/or designate;

b) For O.P.P.:

- i) District Commander No. 15 District Headquarters or designate; and,
- ii) Director First Nations Policing Branch or designate.

13.5 The purpose of the Operational Transfer Committee is to generally facilitate a smooth transfer of policing responsibilities from the O.P.P. to the Police Service in accordance with the Protocol referred to in section 21. The terms of reference of the Operational Transfer Committee shall include the following:

- a) development of policies and procedures with respect to on-going and outstanding investigations;
- b) development of policies and procedures with respect to cases before the courts;
- c) co-ordination of support services provided by the O.P.P.;
- d) co-ordination of in-service training of Nishnawbe-Aski Officers;
- e) interim financial arrangements;
- f) transfer of administrative and personnel files; and,
- g) other transitional operational matters.

#### **14. UNSERVICED COMMUNITIES - DIVISIONS B AND C**

14.1 Fourteen First Nation Constables shall be allocated to provide police services in First Nations in accordance with Schedule "J".

14.2 The First Nations Constables referred to in section 14.1 shall be funded in accordance with Schedule "K".

14.3 The Board, or any First Nation may, at any time during the term of this agreement request that the Transition Committee established in section 25 consider an increase in complement. The Transition Committee shall review any request for increase in complement, and may recommend to the Parties that a meeting be convened to consider the request.

14.4 The O.P.P., the Police Service, and the Hornepayne Indian Community will enter into mutually agreeable policing arrangements to meet the policing needs of Hornepayne.

**15. SHARED ARRANGEMENTS - DIVISIONS B AND C**

- 15.1 All existing First Nation Constables in Divisions B and C, and the First Nation Constables provided under section 14 of this Agreement shall wear the uniform and insignia of the Police Service.
- 15.2 During Phase I of the development of the Police Service, the O.P.P. shall manage the First Nation Constables in Divisions B and C, on behalf of the Police Service. Such management shall include operational direction, payroll services, pensions and benefits, supervision, training, recruitment, and hiring.
- 15.3 First Nations and the Board of the Police Service, through the Director of Policing, will have input into the recruitment, hiring, and management of the First Nations Constables in Divisions B and C during Phase I of the Police Service.
- 15.4 During Phase I, the Commissioner of the O.P.P. or designate shall report to the Board on the provision of policing services in Divisions B and C. The form and frequency of such reporting shall be agreed to by the Board and the O.P.P.
- 15.5 During Phase I, the O.P.P. shall notify the Director of Policing of any serious occurrences in Divisions B and C.

**16. SUPPORT STAFF**

- 16.1 The Board shall provide adequate support staff for the provision of effective and efficient police services in accordance with schedule "D". Funding for support staff positions shall be provided by Canada and Ontario in accordance with Schedule "H".
- 16.2 The Board shall provide a benefits plan to all support staff of the Police Service.

**17. SALARIES, BENEFITS, PENSIONS**

- 17.1 The Board shall pay salaries to all Nishnawbe-Aski Officers and support staff.
- 17.2 The Board shall provide a benefits plan to all Nishnawbe-Aski Officers which is equivalent to that provided by the O.P.P.
- 17.3 All Nishnawbe-Aski Officers shall be enrolled in a pension plan.

## **18. BUILDINGS & ACCOMMODATION**

- 18.1 The following Ontario facilities will be utilized by the Police Service, in accordance with the Protocol referred to in section 21, for the provision of policing services in Division A:
- a) Accommodation building at Attawapiskat;
  - b) Accommodation building at Kashechewan;
  - c) Accommodation building at Fort Severn;
  - d) Accommodation building at Peawanuk; and,
  - e) O.P.P. Police Office/Accommodation Building and Officer Accommodation Trailer in Moose Factory.
- 18.2 Canada and Ontario shall provide capital assistance for the construction and renovation of police offices and cells in Division A, in accordance with Schedule "L".
- 18.3 The Parties shall, during Phase I, undertake a study of the capital requirements of the Police Service throughout the Nishnawbe-Aski area, and examine methods for meeting those requirements.

## **19. EQUIPMENT**

- 19.1 During Phase I, all equipment belonging to the O.P.P. and utilized in Division A for the provision of policing services shall be transferred to the Board at no cost, including those items listed in Schedule "M".
- 19.2 Equipment necessary for the provision of policing services, including all modes of transportation, and communication, uniforms, and where applicable, firearms shall be provided by the Board with financial assistance from Canada and Ontario, in accordance with Schedule "H".
- 19.3 The Board shall develop appropriate standards for equipment to be used by the Police Service. The standards for the use of firearms and ammunition shall be consistent with the standards applicable to police officers in Ontario.



## **20. LIABILITY INSURANCE AND INDEMNITY**

- 20.1 The Police Service shall, as part of its operating expenses and without limiting the obligations contained in this Agreement, insure the operations of the Police Service and its members, employees or agents under a contract of comprehensive or commercial general liability with an insurer licensed in Ontario in an amount of not less than five million dollars (\$5,000,000.00) per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability.
- 20.2 The Police Service shall promptly provide to Canada and Ontario upon request proof of all required insurance in a form acceptable to Canada and Ontario.
- 20.3 The cost of liability insurance shall be funded in accordance with Schedule "N".
- 20.4 NAN shall indemnify and hold harmless Canada and Ontario, and their employees and agents, for any and all claims, demands, actions, and costs whatsoever that may arise directly or indirectly, out of any act or omission of the Police Service and the Review Board and their respective members, employees or agents in the performance of this Agreement. Such indemnity shall survive this Agreement.
- 20.5 Neither Canada nor Ontario shall be responsible for any bodily or personal injury, including death or property damage of any nature whatsoever that may be suffered or sustained by the Police Service and the Review Board and their respective members, employees or agents in the performance of this Agreement.

## **21. PROTOCOL WITH O.P.P.**

- 21.1 The Police Service and the O.P.P. shall enter into a Protocol, attached as Schedule "C", to provide guidelines for co-operative arrangements on administrative and operational matters.

## **22. FINANCIAL ARRANGEMENTS**

- 22.1 The costs of the Police Service as set out in schedules "O" and "P" shall be provided by Canada and Ontario in accordance with a formula whereby Canada pays 52% of the costs and Ontario pays 48% of the costs.
- 22.2 The financial contributions of Canada and Ontario toward the costs incurred in the execution of this Agreement are subject always to the necessary grant of authority and appropriation of resources by Parliament or the Legislature, as the case may be.

### 22.3 The Police Service will:

- a) maintain financial records and prepare annual financial statements in accordance with generally accepted accounting principles as defined within the Canadian Institute of Chartered Accountants (CICA) Handbook;
- b) allow Canada, Ontario or their agents, upon reasonable notice, access to all records relating to any information reported under the terms and conditions of this Agreement; and,
- c) retain the records and books of account referred to in this section for a period of seven years.

22.4 The Police Service will engage an independent auditor recognized by the Province of Ontario and provide to Canada and Ontario by June 30 audited financial statements to the Police Service's fiscal year end. These statements will account for funds provided by Canada and Ontario for the Police Service's previous year's operations.

22.5 If the Police Service shall be declared insolvent or bankrupt, or if any assignment of the Police Service's property shall be made for the benefit of creditors or otherwise, or if a trustee in bankruptcy or similar officer or a receiver is appointed for the Police Service then Canada or Ontario may, at its option, upon written notice, terminate this Agreement and shall thereupon be relieved from all liability thereunder.

## 23. FINANCIAL ARRANGEMENTS ADMINISTERED BY NAN

23.1 This section applies to those funds to be administered by the Police Service as set out in the following schedules:

- a) Schedule "E" - Board and Review Board
- b) Schedule "G" - Interim Operating Budget
- c) Schedule "H" - Operating Budget
- d) Schedule "Q" - Evaluation
- e) Schedule "L" - Capital Expenditures Budget
- f) Schedule "N" - Insurance
- g) Schedule "O" - Summary of Budgets



- 23.2 Ontario shall make payments to the Police Service of the amount set out in the above schedules in accordance with the following:
- a) upon the signing of this Agreement, 50% of the amount owing under Schedule "G";
  - b) on January 1, 1994, the balance owing under Schedule "G";
  - c) during April of each fiscal year, the amount owing for the first and second quarters of that fiscal year;
  - d) during July of each fiscal year, the amount owing for the third quarter of that fiscal year; and,
  - e) during October of each fiscal year, the amount owing for the fourth quarter of that fiscal year.
- 23.3 Canada shall make payments to the Police Service of the amount set out in the above schedules in accordance with the following:
- a) upon the signing of this Agreement, 50% of the amount owing under Schedule "G";
  - b) on January 1, 1994, the balance owing under Schedule "G";
  - c) during April of each fiscal year, the amount owing for the first and second quarters of that fiscal year;
  - d) during July of each fiscal year, the amount owing for the third quarter of that fiscal year; and,
  - e) during October of each fiscal year, the amount owing for the fourth quarter of that fiscal year.
- 23.4 The Police Service may, in its discretion, reallocate the funds, referred to in section 23.1, within each budget schedule, and may reallocate funds between schedules "G" and "H".
- 23.5 The Police Service may use unexpended balances at its discretion for the provision of policing services during the term of this Agreement. Deficits arising from the provision of policing services during the term of the Agreement shall be the responsibility of the Police Service. At the expiry or termination of this Agreement, the Police Service shall refund any unexpended balances to Canada and Ontario.

- 23.6 If the Police Service wishes to expend surpluses from capital projects, it must expend such surpluses for capital purposes. Deficits arising from capital projects shall be the responsibility of the Police Service.
- 23.7 Where exceptional circumstances requiring increases to funding provided under this Agreement have occurred, the Police Service shall request a meeting of the Transition Committee to seek adjustments to their budget.

## **24. FINANCIAL ARRANGEMENTS ADMINISTERED BY ONTARIO**

- 24.1 This section applies to those funds to be administered by Ontario as set out in the following schedules:
- a) Schedule "I" - Secondments
  - b) Schedule "K" - Unserviced Communities - Divisions B & C
  - c) Schedule "P" - Budget Summary - Ontario Administered
- 24.2 a) Not more than thirty days following the end of each quarter, Ontario shall provide to the Parties:
- i) an accounting of the expenditures made in execution of this Agreement during that quarter;
  - ii) a billing for Canada's share of those costs; and,
  - iii) an Expenditure Plan and Cash Flow statement, if applicable.
- b) Such reporting shall be prepared by Ontario in a form satisfactory to Canada.
- c) Following receipt of the expenditure reports referred to in paragraph (a), Canada shall pay to Ontario its share of the monies expended during that quarter. Cheques shall be processed within thirty (30) days of receipt of this expenditure report by Canada.
- 24.3 Ontario may, with the written consent of the Parties, reallocate funds within the budgets set out in Schedule "K" from one fiscal year to another fiscal year.

## 25. TRANSITION COMMITTEE

- 25.1 The Parties agree to establish a "Transition Committee", to be chaired by the Indian Commission of Ontario, consisting of:
- a) the Negotiator for Ontario or designate;
  - b) the Negotiator for Canada or designate; and
  - c) the Negotiator for NAN or designate.
- 25.2 The Transition Committee shall oversee the implementation of this Agreement, including:
- a) the establishment and monitoring of local Operational Transfer Committees to oversee the transfer of services in each division of the Police Service;
  - b) the evaluation of the Police Service;
  - c) the resolution of disputes;
  - d) the maintenance of the continuity of this Agreement;
  - e) the review of requests from the Board or a First Nation for increases in complement, in accordance with section 14.3;
  - f) the capital needs study referred to in section 18.3; and,
  - g) other matters agreed to by the Parties.
- 25.3 The Indian Commission of Ontario shall, at the request of any one of the Parties, convene a meeting of the Transition Committee within 30 days of any such request.
- 25.4 The Indian Commission of Ontario shall chair meetings of the Transition Committee, shall act as secretary of such meetings, and shall facilitate the resolution of all issues brought before the Transition Committee.

## **26. DISPUTE RESOLUTION**

- 26.1 Disagreements regarding the interpretation or implementation of this Agreement shall be referred by the Parties to the Transition Committee established under section 25. Every effort shall be made by the Parties to resolve the matter informally and expeditiously through that Committee. In the event of a failure of the Parties to reach agreement, notwithstanding such efforts, the Indian Commission of Ontario shall attempt to secure an expeditious resolution of the dispute.

## **27. TERM/AMENDMENT**

- 27.1 This Agreement takes effect on the date it is signed by the last of the Parties. Notwithstanding the date of execution, the term of the Agreement shall commence on October 1, 1993 and be completed on September 30, 1996.
- 27.2 This Agreement may be renewed or extended on terms and conditions agreed to in writing by the Parties prior to the expiry of this Agreement.
- 27.3 This Agreement may be amended by written agreement of all the Parties.
- 27.4 This Agreement may be terminated by one hundred and twenty (120) days written notice given by any Party to the other Parties.

## **28. NOTICE**

- 28.1 Any notice or other document required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, by facsimile transmission or by mail (stamped or prepaid) as follows:

- a) If to Nishnawbe-Aski Nation, to:

Nishnawbe-Aski Nation  
Box 755, Station "F", Trailer #2  
Fort William Reserve  
R.R. #4, Mission Road  
Thunder Bay, Ontario  
P7C 4W6  
FAX: (807) 737-4093;



b) If to Canada, to:

Aboriginal Policing Directorate  
Solicitor General of Canada  
340 Laurier Avenue West  
Section C, 11th Floor,  
Ottawa, Ontario  
K1A 0P8  
FAX: (613) 991-0961 (Att: Ontario regional representative); or,

c) If to Ontario, to:

Ministry of the Solicitor General and Correctional Services  
175 Bloor Street East, 4th floor, North Tower  
Toronto, Ontario  
M4W 3R8  
FAX: (416) 314-3374 (Att: Special Advisor, First Nations Policing).

- 28.2 Any notice or document aforesaid which is personally delivered, or sent by facsimile transmission shall be deemed to have been received at the time of delivery or transmission.
- 28.3 Any notice or document sent by mail shall be deemed to have been received on the seventh business day after the date of mailing.
- 28.4 In the event of disruption or threatened disruption of regular mail services by strike or threatened strike, all such notices, requests, demands or other documents shall be deemed to have been duly given if personally delivered or sent by facsimile transmission.
- 28.5 Each Party may designate in writing to the other Parties a change of address at any time.

## 29. EVALUATION

- 29.1 All of the arrangements under this Agreement shall be evaluated during the first quarter of the third year of this Agreement. The evaluation shall be completed no later than January 1, 1996.
- 29.2 Within eighteen (18) months from the commencement of this Agreement, the Transition Committee shall establish terms of reference for the evaluation.
- 29.3 The Transition Committee shall prepare a detailed plan for the conduct of the evaluation in accordance with the terms of reference established by it.

29.4 The Transition Committee shall ensure that the results of the evaluation are documented in a written report which shall be submitted to the Parties. The evaluation report may be released to the public, interested persons, organizations and other groups or individuals upon the approval of all the Parties.

29.5 The financing of the evaluation referred to in section 29.1 shall be provided as set out in Schedule "Q " to this Agreement.

### **30. RATIFICATION**

30.1 Each Party hereby covenants that it has obtained all ratifications and approvals necessary in order to make this Agreement binding upon itself.

### **31. INTERPRETATION**

31.1 This Agreement shall not preclude and shall be without prejudice to:

- a) any other Tripartite discussions or any bi-lateral discussions between First Nations and Ontario and Canada;
- b) constitutional discussions and processes; and
- c) the position which any of the Parties may adopt in any other forum.

31.2 Nothing in this Agreement shall be construed so as to affect, prejudice or derogate from aboriginal, treaty, constitutional or any other rights, privileges or freedoms which have accrued to or may accrue to any First Nation regardless of whether such rights, privileges and freedoms are recognized, established and defined before or after the execution of this Agreement.

31.3 In the event that jurisdictional, constitutional or related arrangements between the Parties hereto are changed during the term of this Agreement in a manner which alters the nature of the current relationship between the Parties hereto, it is the intention of the Parties hereto to ensure continuity of First Nations policing services under this Agreement until any alternative arrangements that may be necessary can be considered.

### **32. GENERAL PROVISIONS**

32.1 All references in this Agreement to "Canada" and Ontario" shall be interpreted so as to include, where appropriate, their duly authorized representative.



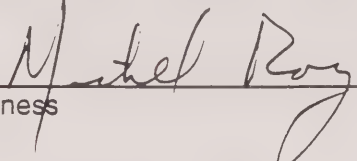
- 32.2 In this Agreement, wherever the singular or masculine is used it will be construed as if the plural or feminine, as the case may be, had been used where the context or the Parties hereto so require.
- 32.3 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 32.4 The Preamble and the Schedules form an integral part of this Agreement.
- 32.5 Time shall be of the essence in this Agreement. Any Party which is entitled to the benefit of any time period in this Agreement, may waive such time period, in writing, at any time.
- 32.6 Nothing in this Agreement shall be read or construed as conferring upon the Police Service, the Review Board, and their respective officers, employees, agents or contractors the status of officer, employee, servant or agent of Canada or Ontario.
- 32.7 No member of the House of Commons or of the Ontario Legislature shall be admitted to any share or part of this Agreement, or to any benefit arising therefrom.
- 32.8 This Agreement shall be binding upon and enure to the benefit of the Parties hereto, and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer upon any person, other than the Parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- 32.9 In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement.

SIGNED, SEALED AND DELIVERED  
on behalf of CANADA, by the  
Solicitor General of Canada

  
Solicitor General of Canada

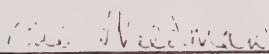
Dated: 11/10/94

  
Witness

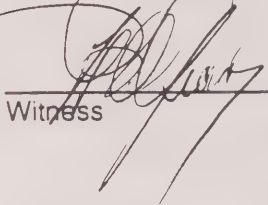
SIGNED, SEALED AND DELIVERED  
on behalf of ONTARIO, by the  
Solicitor General and Minister of  
Correctional Services and the  
Minister Responsible for Native Affairs

  
Solicitor General & Minister  
of Correctional Services

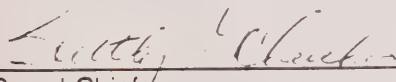
Dated: 08/02/94

  
Minister Responsible for Native Affairs

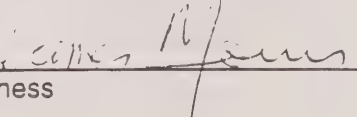
Dated: 11/10/94

  
Witness

SIGNED, SEALED AND DELIVERED  
on behalf of NISHNAWBE-ASKI NATION,  
by the Grand Chief

  
Grand Chief

Dated: 10/10/94

  
Witness

# SCHEDULE A NISHNAWBE-ASKI POLICE SERVICE (DIVISIONAL MAP)



## NISHNAWBE-ASKI POLICE SERVICE DIVISIONAL BOUNDARIES

- First Nation Communities
- Non-Native Communities
- Treaty Boundary
- - - Police Divisions

## SCHEDULE B

### NISHNAWBE-ASKI NATION FIRST NATIONS

---

#### DIVISION A

| FIRST NATIONS             | FIRST NATIONS               |
|---------------------------|-----------------------------|
| Attawapiskat First Nation | Mocreebec Indian Government |
| Fort Albany First Nation  | Moose First Nation          |
| Fort Severn First Nation  | New Post First Nation       |
| Kashechewan First Nation  | Weenusk First Nation        |

#### DIVISION B AND C

| FIRST NATIONS                 | FIRST NATIONS                   |
|-------------------------------|---------------------------------|
| Aroland First Nation          | Matachewan First Nation         |
| Bearskin Lake First Nation    | Mattagami First Nation          |
| Beaver House First Nation     | Missanabie Cree First Nation    |
| Big Trout Lake First Nation   | Muskrat Dam First Nation        |
| Brunswick House First Nation  | New Osnaburgh First Nation      |
| Cat Lake First Nation         | Nibinamik First Nation          |
| Chapleau Cree First Nation    | North Caribou Lake First Nation |
| Chapleau Ojibway First Nation | North Spirit Lake First Nation  |
| Constance Lake First Nation   | Pikangikum First Nation         |
| Deer Lake First Nation        | Poplar Hill First Nation        |
| Eabametoong First Nation      | Sachigo Lake First Nation       |
| Ginoogaming First Nation      | Sandy Lake Nation               |
| Hornepayne Indian Community   | Saugeen Nation                  |
| Kasabonika Lake First Nation  | Slate Falls First Nation        |
| Kee-Way-Win First Nation      | Wahgoshig First Nation          |
| Kingfisher Lake First Nation  | Wapekeka First Nation           |
| Lansdowne House First Nation  | Wawakapewin First Nation        |
| MacDowell Lake First Nation   | Webequie First Nation           |
| Marten Falls First Nation     | Wunnumin Lake First Nation      |

## SCHEDULE C PROTOCOL

---

PROTOCOL made this

day of

, 19

BETWEEN:

ONTARIO PROVINCIAL POLICE

as represented by the Commissioner,  
(hereinafter referred to as O.P.P.)

of the First Part

- and -

NISHNAWBE-ASKI POLICE SERVICE

as represented by the Chairperson of the Board,  
(hereinafter referred to as N.A.P.S.)

of the Second Part

WHEREAS Canada, Ontario and Nishnawbe-Aski Nation have signed an Agreement dated \_\_\_\_\_, 1994, which establishes N.A.P.S., and;

WHEREAS the Parties wish to co-operate with respect to the implementation of that Agreement, and;

WHEREAS the Parties wish to enter into arrangements with respect to administrative and operational matters between themselves;



The Parties, therefore agree as follows:

## 1. DEFINITIONS

In this Protocol,

- a) "Agreement" means an Agreement dated the \_\_\_\_ day of \_\_\_\_, 1994, between Canada, Ontario and Nishnawbe-Aski Nation which provides for the establishment of N.A.P.S. and the phased transfer of policing responsibility from the O.P.P. to N.A.P.S.
- b) "Board" means the Nishnawbe-Aski Police Services Board;
- c) "Divisions A, B & C" mean the operating divisions of the Police Service which provide policing services to the First Nations as indicated on the map attached as Appendix "A" and as set out in Appendix "B".
- d) "First Nation" means an Indian Band on a reserve or an Indian community on Crown lands, which is a recognized member of NAN as listed in Appendix "B" of this Agreement.
- e) "First Nations Constable" means a First Nations Constable appointed pursuant to the **Police Services Act** of Ontario;
- f) "First Nations Territory" means a reserve as defined in the **Indian Act** of Canada;
- g) "Nishnawbe-Aski area" means generally that part of the Province of Ontario covered by Treaties No.9 and No.5 as shown on a map attached as Appendix "A" to this Protocol;
- h) "N.A.P.S." means the Nishnawbe-Aski Police Service and is comprised of the Board, Nishnawbe-Aski Officers and support staff;
- i) "Nishnawbe Aski Officer" means a member of the Police Service who exercises the powers of a police officer;
- j) "O.P.P." means the Ontario Provincial Police; and,
- k) "Operational Transfer Committee" means the committee to oversee the transfer of policing services in Division A.



## **2. GOALS**

- 2.1 The primary goal of this Protocol is to provide a guide for the co-operative transfer of policing services in the Nishnawbe-Aski area from the O.P.P. to N.A.P.S.
- 2.2 N.A.P.S. and the O.P.P. shall consult on an ongoing basis to develop appropriate and mutually acceptable guidelines to deal with administrative and operational matters in a cooperative manner.

## **3. JURISDICTION - DIVISION A**

- 3.1 N.A.P.S. shall have operational responsibility for all occurrences within Division A as outlined on the map attached as Appendix "A" except for those occurrences within the community of Moosonee and such adjacent territory, as is agreed to by the Operational Transfer Committee.
- 3.2 For those occurrences which occur outside of First Nations Territories, N.A.P.S. shall report to the O.P.P. in accordance with guidelines to be developed by the Operational Transfer Committee.

## **4. OPERATIONAL AND ADMINISTRATIVE SUPPORT - DIVISION A**

- 4.1 N.A.P.S. may request from the O.P.P., and the O.P.P. shall use all reasonable efforts to assist N.A.P.S. with the following services:
  - a) assistance with major criminal investigations;
  - b) back up, liaison, and operational support for N.A.P.S. at New Post First Nation Territory;
  - c) services of identification officers;
  - d) access to information through the C.P.I.C. and O.M.P.A.C. systems; and,
  - e) specialized services including:
    - i) Trauma counselling,
    - ii) Emergency Response Team,
    - iii) Canine,
    - iv) Search & Rescue,

v) Helicopter services, and

vi) such other services as may be agreed upon from time to time.

4.2 The O.P.P. agrees to assist N.A.P.S. on request with the following administrative matters;

- a) vehicle & equipment procurement;
- b) training; and,
- c) telecommunications systems.

4.3 In-Service Training as required for firearms proficiency, First Aid, C.P.R., etc. will be provided to Nishnawbe-Aski Officers by O.P.P. training personnel in accordance with a plan developed by the Operational Transfer Committee.

## **5. SPECIFIC PROVISIONS - DIVISION A**

5.1 Two O.P.P. pilots shall be seconded to, and the aircraft currently utilized by the O.P.P. North East Patrol Unit shall be assigned to N.A.P.S. until October 1, 1996. The pilots and the aircraft shall be based at Timmins, Ontario.

5.2 One O.P.P. Sergeant shall be seconded to N.A.P.S. for a one year term to assist in the transfer of services from the O.P.P. to N.A.P.S., and shall be based at Division A Headquarters.

5.3 The following Ontario facilities will be utilized by N.A.P.S. for the provision of policing services in Division A:

- a) Accommodation building at Attawapiskat;
- b) Accommodation building at Kashechewan;
- c) Accommodation building at Fort Severn;
- d) Accommodation building at Peawanuk; and,
- e) O.P.P. Police Office/Accommodation Building and Officer Accommodation Trailer in Moose Factory.

5.4 N.A.P.S. agrees to co-ordinate utilization of the above facilities to provide visitor accommodation for members of N.A.P.S. and members of the O.P.P. and to make the facilities available on request, and subject to the availability of space, to officials of other government ministries.

- 5.5 During Phase I, all equipment belonging to the O.P.P. and utilized in Division A for the provision of policing services shall be transferred to the Board at no cost, including those items listed in Schedule "M".
- 5.6 The Parties agree to establish an Operational Transfer Committee (Division A) consisting of:
- a) N.A.P.S.:
    - i) Director of Policing and/or designate;
  - b) O.P.P.:
    - i) District Commander No. 15 District Headquarters or designate; and,
    - ii) Director First Nations and Contract Policing Branch or designate.
- 5.7 The purpose of the Committee is to generally facilitate a smooth transfer of policing responsibilities from the O.P.P. to the N.A.P.S. of the Agreement. The terms of reference of the Committee shall include the following:
- a) the development of policies and procedures with respect to on-going and outstanding investigations;
  - b) the development of policies and procedures with respect to cases before the courts;
  - c) co-ordination of support services provided by the O.P.P.;
  - d) co-ordination of in-service training of Nishnawbe Aski Officers;
  - e) interim financial arrangements;
  - f) transfer of administrative and personnel files; and,
  - g) other transitional operational matters.

## **6. SHARED ARRANGEMENTS - DIVISIONS B AND C**

- 6.1 During Phase I of the development of N.A.P.S., the O.P.P. shall manage the First Nation Constables in Divisions B and C on behalf of N.A.P.S. Such management shall include operational direction, payroll services, pensions and benefits, supervision, training, recruitment, and hiring.

- 6.2 First Nations, and the Board of N.A.P.S. through the Director of Policing, will have input into the management of the First Nations Constables in the following areas:
- a) recruitment;
  - b) training;
  - c) performance evaluations;
  - d) promotions;
  - e) transfers;
  - f) discipline;
  - g) complaints;
  - h) termination; and,
  - i) equipment & transportation.
- 6.3 During Phase I, the Commissioner of the O.P.P. or his designate shall report to the Board on the provision of policing services in Divisions B and C.
- 6.4 During Phase I, the O.P.P. shall notify the Director of N.A.P.S. of any serious occurrences in Divisions B and C.

## **7. SPECIAL PROVISIONS**


- 7.1 The O.P.P., N.A.P.S. and the Hornepayne Indian Community will enter into mutually agreeable policing arrangements to meet the policing needs of Hornepayne.

## **8. GENERAL**

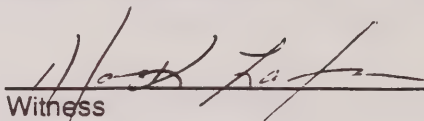
- 8.1 The Parties agree to adopt mutually acceptable guidelines with respect to pursuits that commence in one jurisdiction and conclude in another.
- 8.2 The Parties agree to notify each other when they enter on to the territorial jurisdiction of the other for investigative or other law enforcement-related purposes.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement.

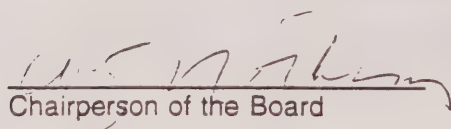
SIGNED, SEALED AND DELIVERED  
on behalf of O.P.P., by the  
Commissioner

  
\_\_\_\_\_  
Commissioner

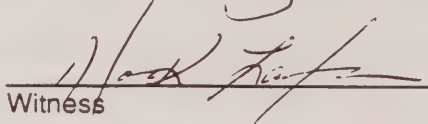
Dated: 14 Jan 94

  
\_\_\_\_\_  
Witness

SIGNED, SEALED AND DELIVERED  
on behalf of N.A.P.S., by the  
Chairperson of the Board

  
\_\_\_\_\_  
Chairperson of the Board

Dated: 14 Jan 94

  
\_\_\_\_\_  
Witness

## LIST OF APPENDICES

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Appendix A - Nishnawbe-Aski Police Service (Divisional Map)

Appendix B - Nishnawbe-Aski Nation First Nations

Appendix C - List of Equipment to be transferred



## APPENDIX A

### NISHNAWBE-ASKI POLICE SERVICE (DIVISIONAL MAP)



# NISHNAWBE-ASKI POLICE SERVICE

## DIVISIONAL BOUNDARIES

- First Nation Communities
- Non-Native Communities
- Treaty Boundary
- - - - - Police Divisions

## APPENDIX B

### NISHNAWBE-ASKI NATION FIRST NATIONS

---

#### DIVISION A

| FIRST NATIONS             | FIRST NATIONS               |
|---------------------------|-----------------------------|
| Attawapiskat First Nation | Mocreebec Indian Government |
| Fort Albany First Nation  | Moose First Nation          |
| Fort Severn First Nation  | New Post First Nation       |
| Kashechewan First Nation  | Weenusk First Nation        |

#### DIVISION B AND C

| FIRST NATIONS                 | FIRST NATIONS                   |
|-------------------------------|---------------------------------|
| Aroland First Nation          | Matachewan First Nation         |
| Bearskin Lake First Nation    | Mattagami First Nation          |
| Beaver House First Nation     | Missanabie Cree First Nation    |
| Big Trout Lake First Nation   | Muskrat Dam First Nation        |
| Brunswick House First Nation  | New Osnaburgh First Nation      |
| Cat Lake First Nation         | Nibinamik First Nation          |
| Chapleau Cree First Nation    | North Caribou Lake First Nation |
| Chapleau Ojibway First Nation | North Spirit Lake First Nation  |
| Constance Lake First Nation   | Pikangikum First Nation         |
| Deer Lake First Nation        | Poplar Hill First Nation        |
| Eabametoong First Nation      | Sachigo Lake First Nation       |
| Ginoogaming First Nation      | Sandy Lake Nation               |
| Hornepayne Indian Community   | Saugeen Nation                  |
| Kasabonika Lake First Nation  | Slate Falls First Nation        |
| Kee-Way-Win First Nation      | Wahgoshig First Nation          |
| Kingfisher Lake First Nation  | Wapekeka First Nation           |
| Lansdowne House First Nation  | Wawakapewin First Nation        |
| MacDowell Lake First Nation   | Webequie First Nation           |
| Marten Falls First Nation     | Wunnumin Lake First Nation      |

## APPENDIX C

### LIST OF EQUIPMENT TO BE TRANSFERRED

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#### ATTAWAPISKAT

| VEHICLE        | VEHICLE # | YEAR | DESCRIPTION  |
|----------------|-----------|------|--------------|
| BOAT           | 22-439    | 1988 | CANOE        |
| 4 X 2 SUBURBAN | 22-399    | 1993 | UTILITY      |
| 4 X 2 SUBURBAN | 22-375    | 1991 | UTILITY      |
| BOMBADIER      | 22-562    | 1993 | SNOW VEHICLE |
| BOMBADIER      | 22-563    | 1992 | SNOW VEHICLE |

#### FORT ALBANY

| VEHICLE        | VEHICLE # | YEAR | DESCRIPTION         |
|----------------|-----------|------|---------------------|
| PRISONER VAN   | 22-381    | 1992 | UTILITY             |
| 4 X 2 SUBURBAN | 22-301    | 1993 | UTILITY             |
| SKIDOO         | 22-501    | 1989 | SNOW VEHICLE        |
| SKIDOO         | 22-597    | 1993 | SNOW VEHICLE        |
| ATV            | 22-908    | 1988 | ALL TERRAIN VEHICLE |

#### FORT SEVERN

| VEHICLE        | VEHICLE # | YEAR | DESCRIPTION         |
|----------------|-----------|------|---------------------|
| ATV (YAMAHA)   | 22-986    | 1987 | ALL TERRAIN VEHICLE |
| 4 X 2 SUBURBAN | 22-358    | 1989 | SUBURBAN            |
| SKIDOO         | 22-519    | 1990 | SNOW VEHICLE        |

## EQUIPMENT TO BE TRANSFERRED

---

### KASHECHEWAN

| VEHICLE        | VEHICLE # | YEAR | DESCRIPTION     |
|----------------|-----------|------|-----------------|
| ATV (YAMAHA)   | 22-988    | 1987 | ATV             |
| PRISONER VAN   | 220382    | 1992 | UTILITY (GMC)   |
| 4 X 2 SUBURBAN | 22-303    | 1993 | UTILITY         |
| BOAT           | 22-437    | 1986 | CANOE(NWFRGHTR) |
| BOMBADIER      | 22-593    | 1988 | SNOW VEHICLE    |
| SKIDOO         | 22-598    | 1993 | SNOW VEHICLE    |

### MOOSE FACTORY

| VEHICLE      | VEHICLE # | YEAR | DESCRIPTION   |
|--------------|-----------|------|---------------|
| SKIDOO       | 22-532    | 1991 | SNOW VEHICLE  |
| SKIDOO       | 22-529    | 1991 | SNOW VEHICLE  |
| PRISONER VAN | 22-397    | 1993 | UTILITY (GMC) |

### MOOSONEE O.P.P.

| VEHICLE | VEHICLE # | YEAR | DESCRIPTION |
|---------|-----------|------|-------------|
| VAN     | 43-523    | 1990 | GMC VAN     |

## EQUIPMENT TO BE TRANSFERRED

### PEAWANUK

| VEHICLE        | VEHICLE # | YEAR | DESCRIPTION   |
|----------------|-----------|------|---------------|
| SKIDOO         | 22-511    | 1990 | SNOW VEHICLE  |
| BOAT           | 22-411    | 1982 | CANOE         |
| 4 X 2 SUBURBAN | 22-302    | 1993 | UTILITY       |
| BOAT TRAILER   | 22-604    | 1982 | WIRTH TRAILER |
| ATV            | 22-904    | 1988 | KAWASAKI ATV  |

### NIKON CAMERAS - 35 MM

| Serial # | MGS # |
|----------|-------|
| 6706105  | 11216 |
| 6706116  | 11218 |
| 6706111  | 11220 |
| 6706119  | 11221 |
| 6706117  | 11222 |
| 6706114  | 11223 |



## SCHEDULE D

### ALLOCATION OF HUMAN RESOURCES

---

|   |           |
|---|-----------|
| <b>DIVISION "A" - HEADQUARTERS</b>          |           |
| DIVISION COMMANDER                          | 1         |
| ADMINISTRATION SUPERVISOR                   | 1         |
| COURT CO-ORDINATOR                          | 1         |
| CRIMINAL INVESTIGATION SUPERVISOR           | 1         |
| COMMUNITY SUPPORT MANAGER                   | 1         |
| <b>GENERAL HEADQUARTERS</b>                 |           |
| DIRECTOR OF POLICING                        | 1         |
| MANAGER OF FINANCE AND ADMINISTRATION       | 1         |
| MANAGER OF HUMAN RESOURCES                  | 1         |
| <b>CLERICAL SUPPORT</b>                     |           |
| FULL TIME POSITIONS                         | 3         |
| 4 PART TIME POSITIONS                       | 2         |
| <b>DIVISION "A" NISHNAWBE-ASKI OFFICERS</b> | <b>25</b> |
| TOTAL NISHNAWBE-ASKI OFFICERS               | 33        |
| TOTAL CLERICAL                              | 5         |
|   | ----      |
| <b>TOTAL STAFF</b>                          | <b>38</b> |
|   | ==        |



## SCHEDULE E OPERATING COSTS

---

### 1. NISHNAWBE-ASKI POLICE SERVICES BOARD

| TIMEFRAME            | CANADA SHARE | ONTARIO SHARE | TOTAL        |
|----------------------|--------------|---------------|--------------|
| Oct 1/93 - Mar 31/94 | \$54,600.00  | \$50,400.00   | \$105,000.00 |
| Apr 1/94 - Mar 31/95 | \$80,600.00  | \$74,400.00   | \$155,000.00 |
| Apr 1/95 - Mar 31/96 | \$80,600.00  | \$74,400.00   | \$155,000.00 |
| Apr 1/96 - Sep 30/96 | \$40,300.00  | \$37,200.00   | \$77,500.00  |

### 2. NISHNAWBE-ASKI REVIEW BOARD

| TIMEFRAME            | CANADA SHARE | ONTARIO SHARE | TOTAL       |
|----------------------|--------------|---------------|-------------|
| Oct 1/93 - Mar 31/94 |              |               | NIL         |
| Apr 1/94 - Mar 31/95 | \$26,000.00  | \$24,000.00   | \$50,000.00 |
| Apr 1/95 - Mar 31/96 | \$26,000.00  | \$24,000.00   | \$50,000.00 |
| Apr 1/96 - Sep 30/96 | \$13,000.00  | \$12,000.00   | \$25,000.00 |

## SCHEDULE F

### ACCRUED CREDITS - DIVISION A

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1. When a Nishnawbe-Aski Officer who was formerly a First Nation Constable in Division A, utilizes any accrued benefits; that officer shall first utilize the benefits accrued while a First Nation Constable prior to March 31, 1994.
2. When a Nishnawbe-Aski Officer who was formerly a First Nation Constable in Division A terminates employment with the Police Service, the Police Service shall bill Ontario for the portion of the officer's accrued credits which accrued while that person was a First Nation Constable prior to March 31, 1994 and Ontario shall reimburse the Police Service.
3. It is agreed that Canada's portion of accrued credits for each First Nation Constable has been paid and that no financial adjustment is necessary.
4. The Transition Committee will update the accrued credits as of March 31, 1994.

# ACCRUED CREDITS - DIVISION A

| LOCATION     |    | BANKED O/T | VACATION | SICK 100% | SICK 75% |
|--------------|----|------------|----------|-----------|----------|
| Fort Severn  | 1  | 79.75      | 17.50    | 6.00      | 124.00   |
|              | 2  | 174.50     | 8.67     | 6.00      | 124.00   |
| Peawanuk     | 3  | 57.50      | 15.00    | 6.00      | 124.00   |
|              | 4  | vacant     | position |           |          |
| Attawapiskat | 5  | 1.50       | 1.25     | 4.00      | 124.00   |
|              | 6  | 185.00     | 24.17    | 6.00      | 124.00   |
|              | 7  | 51.50      | 1.25     | 0.00      | 105.00   |
|              | 8  | 12.25      | .33      | 0.00      | 97.00    |
| Kashechewan  | 9  | 69.25      | 10.50    | 6.00      | 124.00   |
|              | 10 | 1.25       | 37.58    | 6.00      | 124.00   |
|              | 11 | 126.00     | 0.00     | 6.00      | 124.00   |
|              | 12 | 58.25      | 3.38     | 4.00      | 124.00   |
|              | 13 | 191.75     | 12.75    | 6.00      | 124.00   |
| Fort Albany  | 14 | 46.75      | 9.00     | 6.00      | 124.00   |
|              | 15 | 110.50     | 0.00     | 6.00      | 124.00   |
|              | 16 | 3.25       | 10.00    | 4.00      | 124.00   |
|              | 17 | 1.00       | 0.00     | 0.00      | 59.75    |
|              | 18 | 1.75       | 0.00     | 0.00      | 0.00     |
| Moosefactory | 19 | 0.50       | 6.00     | 0.00      | 88.00    |
|              | 20 | 101.25     | 11.25    | 5.00      | 124.00   |
|              | 21 | 229.25     | 2.00     | 6.00      | 124.00   |

**SCHEDULE G**  
**INTERIM OPERATING BUDGET**  
**OCTOBER 1, 1993 - MARCH 31, 1994**

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|  |                              |
|--|------------------------------|
| <u>SALARIES</u>                            | (COMMENCING JANUARY 1, 1994) |
| Division Commander                         | \$13,108.00                  |
| Director                                   | 18,750.00                    |
| Manager Human Resources                    | 12,681.00                    |
| Manager Finance & Admin.                   | 12,681.00                    |
| Clerical                                   | 17,721.00                    |
| Stat Holiday Pay (3.25%)                   | 2,436.00                     |
| Benefits (18%)                             | 13,468.00                    |
| <u>TRANSPORTATION &amp; COMMUNICATIONS</u> |                              |
| Telephone                                  | 5,500.00                     |
| Travel                                     | 10,000.00                    |
| Training                                   | 5,000.00                     |
| Postage & Freight                          | 300.00                       |
| Board Training                             | 15,000.00                    |
| <u>SERVICES</u>                            |                              |
| Office Rental (G.H.Q.)                     | 11,400.00                    |
| (D.H.Q.) \$3,000.00/3 mths                 | 9,000.00                     |
| Professional Services                      | 15,000.00                    |
| Auditor                                    | 2,500.00                     |
| Candidate Hiring                           |                              |
| Advertisement                              | 10,000.00                    |
| Interviews                                 | 15,000.00                    |
| Board Travel                               | 18,495.00                    |
| Translation Services                       | 7,500.00                     |
| Insurance                                  | 3,000.00                     |
| <u>SUPPLIES &amp; EQUIPMENT</u>            |                              |
| 1 - 4 x 4 Utility                          | 25,000.00                    |
| Gas & Maintenance                          | 3,750.00                     |
| Uniforms 2 @ 2,500.00                      | 5,000.00                     |
| Stationary                                 | 1,200.00                     |
| Office Furniture 8 @ \$2,500.00            | 20,000.00                    |
| Board Room - Furniture, etc.               | 4,500.00                     |
| Photocopy Leasing - 6 mths @ \$750.00      | 4,500.00                     |
| Computers                                  | 50,000.00                    |
|  | -----                        |
| TOTAL                                      | \$332,490.00                 |
|  | =====                        |

**SCHEDULE H**  
**MULTI-YEAR - OPERATIONAL BUDGET**  
**APRIL 1, 1994 - SEPTEMBER 30, 1996**

| <b>SALARIES</b>                   | <b>APR 1/94 - MAR 31/95</b> | <b>APR 1/95 - MAR 31/96</b> | <b>APR 1 - SEPT 30/96</b> |
|-----------------------------------|-----------------------------|-----------------------------|---------------------------|
| Nishnawbe-Aski officers (25)      | \$1,022,505.00              | \$1,085,714.00              | \$573,486.00              |
| D.H.Q. Support Staff (5)          | 250,841.00                  | 250,841.00                  | 125,421.00                |
| G.H.Q. Support Staff (3)          | 176,446.00                  | 176,446.00                  | 88,223.00                 |
| Clerical Support (7)              | 169,790.00                  | 169,790.00                  | 84,895.00                 |
| Matrons & Guards                  | 60,000.00                   | 60,000.00                   | 30,000.00                 |
| Overtime (7%)                     | 89,134.00                   | 93,559.00                   | 48,923.00                 |
| Stat Holidays (3.25)              | 47,118.00                   | 49,173.00                   | 25,582.00                 |
| Shift Premium (300/per)           | 7,500.00                    | 7,500.00                    | 3,750.00                  |
| Benefits (18%)                    | 291,525.00                  | 302,902.00                  | 156,965.00                |
| <b>TOTAL SALARIES &amp; WAGES</b> | <b>\$2,114,859.00</b>       | <b>\$2,195,925.00</b>       | <b>\$1,137,245.00</b>     |

| <b>SERVICES</b>       | <b>APR 1/94 - MAR 31/95</b> | <b>APR 1/95 - MAR 31/96</b> | <b>APR 1 - SEPT 30/96</b> |
|-----------------------|-----------------------------|-----------------------------|---------------------------|
| Aircraft              | \$200,000.00                | \$200,000.00                | \$100,000.00              |
| Office Rental         | 100,800.00                  | 100,800.00                  | 50,400.00                 |
| G.H.Q. & D.H.Q.       | 72,000.00                   | 72,000.00                   | 36,000.00                 |
| Professional Services | 10,000.00                   | 10,000.00                   | 5,000.00                  |
| Translation Services  | 20,000.00                   | 20,000.00                   | 10,000.00                 |
| Community Programs    | 20,000.00                   | 20,000.00                   | 10,000.00                 |
| Computer Services     | 2,000.00                    | 2,000.00                    | 1,000.00                  |
| Auditors              | 5,000.00                    | 5,000.00                    | 2,500.00                  |
| Insurance             | 5,000.00                    | 5,000.00                    | 2,500.00                  |
| <b>TOTAL SERVICES</b> | <b>\$434,800.00</b>         | <b>\$434,800.00</b>         | <b>\$217,400.00</b>       |



# NISHNAWBE-ASKI POLICE SERVICE MULTI-YEAR OPERATIONAL BUDGET

| TRANSPORT/COMMUNICATION     | APR 1/94 - MAR 31/95 | APR 1/95 - MAR 31/96 | APR 1 - SEPT 30/96 |
|-----------------------------|----------------------|----------------------|--------------------|
| Telephone (G.H.Q. & D.H.Q.) | \$15,000.00          | \$15,000.00          | \$7,500.00         |
| Offices (7)                 | 10,500.00            | 10,500.00            | 5,250.00           |
| Travel                      | 35,000.00            | 40,000.00            | 20,000.00          |
| Training                    | 60,000.00            | 50,000.00            | 25,000.00          |
| Postage & Freight           | 1,000.00             | 1,000.00             | 500.00             |
| <b>TOTAL T &amp; C</b>      | <b>\$121,500.00</b>  | <b>\$116,500.00</b>  | <b>\$58,250.00</b> |

| SUPPLIES & EQUIPMENT         | APR 1/94 - MAR 31/95 | APR 1/95 - MAR 31/96 | APR 1 - SEPT 30/96  |
|------------------------------|----------------------|----------------------|---------------------|
| <b>VEHICLES</b>              |                      |                      |                     |
| 4 x 4 Utilities              | \$75,000.00          | -                    | \$125,000.00        |
| Vans                         | 22,000.00            | 44,000.00            | 22,000.00           |
| Snowmachines                 | 11,000.00            | 11,000.00            | 11,000.00           |
| <b>VEHICLE MAINTENANCE</b>   |                      |                      |                     |
| 12 @ \$7,500.00              | 90,000.00            | 90,000.00            | 45,000.00           |
| 14 @ \$500.00                | 7,000.00             | 7,000.00             | 3,500.00            |
| <b>UNIFORMS</b>              |                      |                      |                     |
| 4 @ \$2,500.00               | 10,000.00            | 10,000.00            | 5,000.00            |
| 29 @ \$1,200.00              | 34,800.00            | 34,800.00            | 17,400.00           |
| <b>VAULT</b>                 | 800.00               | -                    | -                   |
| <b>GUNS</b>                  | 1,000.00             | -                    | -                   |
| <b>STATIONARY</b>            | 15,000.00            | 15,000.00            | 7,500.00            |
| <b>TELECOMMUNICATIONS</b>    |                      |                      |                     |
| New Post                     | 15,000.00            | -                    | -                   |
| Portables                    | 2,400.00             | 2,400.00             | 2,400.00            |
| Maintenance                  | 7,000.00             | 7,000.00             | 3,500.00            |
| <b>OFFICE FURNITURE</b>      | -                    | 5,000.00             | 2,500.00            |
| <b>TOTAL SUP &amp; EQUIP</b> | <b>\$291,000.00</b>  | <b>\$226,200.00</b>  | <b>\$244,800.00</b> |



# NISHNAWBE-ASKI POLICE SERVICE MULTI-YEAR OPERATIONAL BUDGET TOTALS

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| PARTICULARS               | APR 1/94 - MAR 31/95 | APR 1/95 - MAR 31/96 | APR 1 - SEP 30/96 |
|---------------------------|----------------------|----------------------|-------------------|
|                           |                      |                      |                   |
| SALARIES & WAGES          | \$2,114,859.00       | \$2,195,925.00       | \$1,137,245.00    |
| SERVICES                  | 434,800.00           | 434,800.00           | 217,400.00        |
| TRANSPORT & COMMUNICATION | 121,500.00           | 116,500.00           | 58,250.00         |
| SUPPLIES & EQUIPMENT      | 291,000.00           | 226,200.00           | 244,800.00        |
|                           |                      |                      |                   |
| TOTAL OPERATIONAL BUDGET  | \$2,962,159.00       | \$2,973,425.00       | \$1,657,695.00    |

## SCHEDULE I SECONDMENT BUDGET

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|                      | CANADA SHARE | ONTARIO SHARE | TOTAL        |
|----------------------|--------------|---------------|--------------|
| Apr 1/94 - Mar 31/95 | \$119,164.00 | \$109,997.00  | \$229,161.00 |
| Apr 1/95 - Mar 31/96 | \$80,232.00  | \$73,991.00   | \$154,293.00 |
| Apr 1/96 - Sep 30/96 | \$40,117.00  | \$37,031.00   | \$77,148.00  |

## SCHEDULE J

### ALLOCATION OF NEW FIRST NATIONS CONSTABLES - UNSERVICED COMMUNITIES

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#### ALLOCATION OF NEW FIRST NATIONS CONSTABLES FIRST NATIONS IN DIVISIONS B AND C

| LOCATION                        | OFFICER COMPLEMENT |
|---------------------------------|--------------------|
| Aroland First Nation            | 1                  |
| * Brunswick House First Nation  | 3                  |
| * Chapleau Cree First Nation    |                    |
| * Chapleau Ojibway First Nation |                    |
| Keewaywin First Nation          | 2                  |
| Matachewan First Nation         | 1                  |
| Mattagami First Nation          | 1                  |
| Muskrat Dam First Nation        | 1                  |
| Nibinamik First Nation          | 1                  |
| North Spirit Lake First Nation  | 1                  |
| Wahgoshig First Nation          | 1                  |
| Saugeen Nation                  | 1                  |
| Slate Falls Nation              | 1                  |

\* Brunswick House, Chapleau Cree and Chapleau Ojibway are to have one office and share the service delivery of three officers.

# SCHEDULE K

## UNSERVICED COMMUNITIES BUDGET

| OCT 1/93-MAR 31/94 | CANADA SHARE | ONTARIO SHARE | TOTAL        |
|--------------------|--------------|---------------|--------------|
| Start-up Costs     | \$111,800.00 | \$103,200.00  | \$215,000.00 |

| SALARIES                          | APR 1/94 - MAR 31/95 | APR 1/95 - MAR 31/96 | APR 1 - SEPT 30/96  |
|-----------------------------------|----------------------|----------------------|---------------------|
| 3rd Class Cst @ \$37,103.00       | \$519,442.00         | \$259,721.00         |                     |
| 2nd Class Cst @ \$41,630.00       | -                    | 291,410.00           | \$145,705.00        |
| 1st Class Cst @ \$48,481.00       | -                    | -                    | 169,684.00          |
| Guards & Matrons                  | 15,870.00            | 19,988.00            | 11,004.00           |
| Overtime (7%)                     | 36,361.00            | 38,579.00            | 22,077.00           |
| Stat Holidays (3.25)              | 16,882.00            | 17,912.00            | 10,250.00           |
| Shift Premium (300/per)           | 4,200.00             | 4,200.00             | 2,100.00            |
| Benefits (18%)                    | 93,500.00            | 99,204.00            | 56,770.00           |
| <b>TOTAL SALARIES &amp; WAGES</b> | <b>\$686,255.00</b>  | <b>\$731,014.00</b>  | <b>\$417,590.00</b> |

| SERVICES              | APR 1/94 - MAR 31/95 | APR 1/95 - MAR 31/96 | APR 1 - SEPT 30/96 |
|-----------------------|----------------------|----------------------|--------------------|
| Rent (11 locations)   | \$39,600.00          | \$52,800.00          | \$35,489.00        |
| Insurance on Vehicles | 11,500.00            | 13,500.00            | 7,500.00           |
| <b>TOTAL SERVICES</b> | <b>\$51,100.00</b>   | <b>\$66,300.00</b>   | <b>\$42,989.00</b> |

| TRANSPORT/COMMUNICATION                 | APR 1/94 - MAR 31/95 | APR 1/95 - MAR 31/96 | APR 1 - SEPT 30/96 |
|---|----------------------|----------------------|--------------------|
| Training                                | \$118,328.00         | \$16,000.00          | \$12,000.00        |
| Telephone                               | 10,200.00            | 13,200.00            | 10,000.00          |
| Telecommunication Equip-Radios & Towers | -                    | 135,000.00           | -                  |
| Telecommunications Maintenance          | 9,000.00             | 17,000.00            | 10,350.00          |
| <b>TOTAL T &amp; C</b>                  | <b>\$137,528.00</b>  | <b>\$181,200.00</b>  | <b>\$32,350.00</b> |

## UNSERVICED COMMUNITIES BUDGET

| SUPPLIES & EQUIPMENT          | APR 1/94 - MAR 31/95 | APR 1/95 - MAR 31/96 | APR 1 - SEPT 30/96  |
|-------------------------------|----------------------|----------------------|---------------------|
| <b>VEHICLES</b>               |                      |                      |                     |
| 4 x 4 Utilities (\$25,000.00) | \$75,000.00          | -                    | \$25,000.00         |
| RTV's (\$5,500.00)            | 16,500.00            | \$11,000.00          | -                   |
| Snowmachines (5,000.00)       | -                    | 15,000.00            | -                   |
| S.V. & Trailers (\$5,500.00)  | 25,000.00            | -                    | -                   |
| Marine Units (\$15,000.00)    | -                    | 105,000.00           | -                   |
| <b>VEHICLE MAINTENANCE</b>    | 87,500.00            | 136,416.00           | 80,208.00           |
| <b>UNIFORMS</b>               |                      |                      |                     |
| 14 @ \$2,500.00               | 35,000.00            | -                    | -                   |
| 14 @ \$1,200.00               | -                    | 16,800.00            | 16,800.00           |
| <b>GUN VAULTS - 11</b>        | 8,800.00             | -                    | -                   |
| <b>GUNS - 11</b>              | 11,000.00            | -                    | -                   |
| <b>TOTAL SUP &amp; EQUIP</b>  | <b>\$258,800.00</b>  | <b>\$284,216.00</b>  | <b>\$122,008.00</b> |

## UNSERVICED COMMUNITIES BUDGET TOTALS

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| PARTICULARS                                    | APR 1/94 - MAR 31/95  | APR 1/95 - MAR 31/96  | APR 1 - SEP 30/96   |
|--|-----------------------|-----------------------|---------------------|
|  |                       |                       |                     |
| SALARIES & WAGES                               | \$686,255.00          | \$731,014.00          | \$417,590.00        |
| SERVICES                                       | 51,100.00             | 66,300.00             | 42,989.00           |
| TRANSPORT & COMMUNICATION                      | 137,528.00            | 181,200.00            | 32,350.00           |
| SUPPLIES & EQUIPMENT                           | 258,800.00            | 284,216.00            | 122,008.00          |
|  |                       |                       |                     |
| <b>TOTAL UNSERVICED<br/>COMMUNITIES BUDGET</b> | <b>\$1,133,683.00</b> | <b>\$1,262,730.00</b> | <b>\$614,937.00</b> |



# SCHEDULE L

## CAPITAL EXPENDITURES BUDGET

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| APR1/94 - MAR 31/95 | CANADA SHARE | ONTARIO SHARE | TOTAL        |
|---------------------|--------------|---------------|--------------|
| Capital             | \$78,000.00  | \$72,000.00   | \$150,000.00 |

## SCHEDULE M

### EQUIPMENT TO BE TRANSFERRED

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#### ATTAWAPISKAT

| VEHICLE        | VEHICLE # | YEAR | DESCRIPTION  |
|----------------|-----------|------|--------------|
| BOAT           | 22-439    | 1988 | CANOE        |
| 4 X 2 SUBURBAN | 22-399    | 1993 | UTILITY      |
| 4 X 2 SUBURBAN | 22-375    | 1991 | UTILITY      |
| BOMBADIER      | 22-562    | 1993 | SNOW VEHICLE |
| BOMBADIER      | 22-563    | 1992 | SNOW VEHICLE |

#### FORT ALBANY

| VEHICLE        | VEHICLE # | YEAR | DESCRIPTION         |
|----------------|-----------|------|---------------------|
| PRISONER VAN   | 22-381    | 1992 | UTILITY             |
| 4 X 2 SUBURBAN | 22-301    | 1993 | UTILITY             |
| SKIDOO         | 22-501    | 1989 | SNOW VEHICLE        |
| SKIDOO         | 22-597    | 1993 | SNOW VEHICLE        |
| ATV            | 22-908    | 1988 | ALL TERRAIN VEHICLE |

#### FORT SEVERN

| VEHICLE        | VEHICLE # | YEAR | DESCRIPTION         |
|----------------|-----------|------|---------------------|
| ATV (YAMAHA)   | 22-986    | 1987 | ALL TERRAIN VEHICLE |
| 4 X 2 SUBURBAN | 22-358    | 1989 | SUBURBAN            |
| SKIDOO         | 22-519    | 1990 | SNOW VEHICLE        |

## EQUIPMENT TO BE TRANSFERRED

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### KASHECHEWAN

| VEHICLE        | VEHICLE # | YEAR | DESCRIPTION     |
|----------------|-----------|------|-----------------|
| ATV (YAMAHA)   | 22-988    | 1987 | ATV             |
| PRISONER VAN   | 220382    | 1992 | UTILITY (GMC)   |
| 4 X 2 SUBURBAN | 22-303    | 1993 | UTILITY         |
| BOAT           | 22-437    | 1986 | CANOE(NWFRGHTR) |
| BOMBADIER      | 22-593    | 1988 | SNOW VEHICLE    |
| SKIDOO         | 22-598    | 1993 | SNOW VEHICLE    |

### MOOSE FACTORY

| VEHICLE      | VEHICLE # | YEAR | DESCRIPTION   |
|--------------|-----------|------|---------------|
| SKIDOO       | 22-532    | 1991 | SNOW VEHICLE  |
| SKIDOO       | 22-529    | 1991 | SNOW VEHICLE  |
| PRISONER VAN | 22-397    | 1993 | UTILITY (GMC) |

### MOOSONEE O.P.P.

| VEHICLE | VEHICLE # | YEAR | DESCRIPTION |
|---------|-----------|------|-------------|
| VAN     | 43-523    | 1990 | GMC VAN     |

## EQUIPMENT TO BE TRANSFERRED

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### PEAWANUK

| VEHICLE        | VEHICLE # | YEAR | DESCRIPTION   |
|----------------|-----------|------|---------------|
| SKIDOO         | 22-511    | 1990 | SNOW VEHICLE  |
| BOAT           | 22-411    | 1982 | CANOE         |
| 4 X 2 SUBURBAN | 22-302    | 1993 | UTILITY       |
| BOAT TRAILER   | 22-604    | 1982 | WIRTH TRAILER |
| ATV            | 22-904    | 1988 | KAWASAKI ATV  |

### NIKON CAMERAS - 35 MM

| Serial # | MGS # |
|----------|-------|
| 6706105  | 11216 |
| 6706116  | 11218 |
| 6706111  | 11220 |
| 6706119  | 11221 |
| 6706117  | 11222 |
| 6706114  | 11223 |

## SCHEDULE N

### INSURANCE BUDGET

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| APR1/94 - MAR 31/95 | CANADA SHARE | ONTARIO SHARE | TOTAL       |
|---------------------|--------------|---------------|-------------|
| Insurance           | \$10,400.00  | \$9,600.00    | \$20,000.00 |

| APR1/95 - MAR 31/96 | CANADA SHARE | ONTARIO SHARE | TOTAL       |
|---------------------|--------------|---------------|-------------|
| Insurance           | \$10,400.00  | \$9,600.00    | \$20,000.00 |

| APR1/96 - SEPT 30/96 | CANADA SHARE | ONTARIO SHARE | TOTAL       |
|----------------------|--------------|---------------|-------------|
| Insurance            | \$5,200.00   | \$4,800.00    | \$10,000.00 |

# SCHEDULE O

## SUMMARY OF BUDGETS - NAN ADMINISTERED

| OCT 1/93 - MAR 31/94   | CANADA SHARE | ONTARIO SHARE | TOTAL        |
|------------------------|--------------|---------------|--------------|
| Police Services Board  | \$54,600.00  | \$50,400.00   | \$105,000.00 |
| Review Board           |              |               | NIL          |
| Interim Operational    | 172,895.00   | 159,595.00    | 332,490.00   |
| Multi-Year Operational |              |               | NIL          |
| Capital                |              |               | NIL          |
| Insurance              |              |               | NIL          |
| Evaluation             |              |               | NIL          |
| TOTAL                  | \$227,495.00 | \$209,995.00  | \$437,490.00 |

| APR 1/94 - MAR 31/95   | CANADA SHARE   | ONTARIO SHARE  | TOTAL          |
|------------------------|----------------|----------------|----------------|
| Police Services Board  | \$80,600.00    | \$74,400.00    | \$155,000.00   |
| Review Board           | 26,000.00      | 24,000.00      | 50,000.00      |
| Interim Operational    |                |                | NIL            |
| Multi-Year Operational | 1,451,305.00   | 1,339,666.00   | 2,962,159.00   |
| Capital                | 78,000.00      | 72,000.00      | 150,000.00     |
| Insurance              | 10,400.00      | 9,600.00       | 20,000.00      |
| Evaluation             |                |                | NIL            |
| TOTAL                  | \$1,646,305.00 | \$1,519,666.00 | \$3,337,159.00 |



## SUMMARY OF BUDGETS - NAN ADMINISTERED

| APR1/95 - MAR 31/96    | CANADA SHARE   | ONTARIO SHARE  | TOTAL          |
|------------------------|----------------|----------------|----------------|
| Police Services Board  | \$80,600.00    | \$74,400.00    | \$155,000.00   |
| Review Board           | 26,000.00      | 24,000.00      | 50,000.00      |
| Interim Operational    |                |                | NIL            |
| Multi-Year Operational | 1,551,878.00   | 1,432,502.00   | 2,973,425.00   |
| Capital                |                |                | NIL            |
| Insurance              | 10,400.00      | 9,600.00       | 20,000.00      |
| Evaluation             | 10,400.00      | 9,600.00       | 20,000.00      |
| TOTAL                  | \$1,679,278.00 | \$1,550,102.00 | \$3,198,425.00 |

| APR 1/96 - SEP 30/96   | CANADA SHARE | ONTARIO SHARE | TOTAL          |
|------------------------|--------------|---------------|----------------|
| Police Services Board  | \$40,300.00  | \$37,200.00   | \$77,500.00    |
| Review Board           | 13,000.00    | 12,000.00     | 25,000.00      |
| Interim Operational    |              |               | NIL            |
| Multi-Year Operational | 834,351.00   | 770,171.00    | 1,657,695.00   |
| Capital                |              |               | NIL            |
| Insurance              | 5,200.00     | 4,800.00      | 10,000.00      |
| Evaluation             |              |               | NIL            |
| TOTAL                  | \$892,851.00 | \$824,171.00  | \$1,770,195.00 |

## SCHEDULE P

### SUMMARY OF BUDGETS - ONTARIO ADMINISTERED

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| <b>APRIL 1/94 - MAR 31/95</b> | <b>CANADA SHARE</b> | <b>ONTARIO SHARE</b> | <b>TOTAL</b>          |
|-------------------------------|---------------------|----------------------|-----------------------|
| Secondments                   | \$119,164.00        | \$109,997.00         | \$229,161.00          |
| Unserviced Communities        | \$589,515.16        | \$544,167.84         | \$1,133,683.00        |
| <b>TOTAL</b>                  | <b>\$708,679.16</b> | <b>\$654,164.84</b>  | <b>\$1,363,344.00</b> |

| <b>APR 1/95 - MAR 31/96</b> | <b>CANADA SHARE</b> | <b>ONTARIO SHARE</b> | <b>TOTAL</b>          |
|-----------------------------|---------------------|----------------------|-----------------------|
| Secondments                 | \$80,232.00         | \$73,991.00          | \$154,293.00          |
| Unserviced Communities      | \$656,619.60        | \$606,110.40         | \$1,262,730.00        |
| <b>TOTAL</b>                | <b>\$736,851.60</b> | <b>\$680,101.40</b>  | <b>\$1,417,023.00</b> |

| <b>APR 1/96 - SEP 30/96</b> | <b>CANADA SHARE</b> | <b>ONTARIO SHARE</b> | <b>TOTAL</b>        |
|-----------------------------|---------------------|----------------------|---------------------|
| Secondments                 | \$40,117.00         | \$37,031.00          | \$77,148.00         |
| Unserviced Communities      | \$319,767.24        | \$295,169.76         | \$614,937.00        |
| <b>TOTAL</b>                | <b>\$359,884.24</b> | <b>\$332,200.76</b>  | <b>\$692,085.00</b> |

# SCHEDULE Q

## EVALUATION

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| APR1/95 - MAR 31/96 | CANADA SHARE | ONTARIO SHARE | TOTAL       |
|---------------------|--------------|---------------|-------------|
| Evaluation          | \$10,400.00  | \$9,600.00    | \$20,000.00 |















